State and Federal Applications for Renewal of the Trans Alaska Pipeline System

©2001 Trans Alaska Pipeline System Owners

Notice on Revisions

The contents of this electronic file are subject to revision without notice to individual holders. However, revisions will be placed on the TAPS Right-of-Way Renewal web site at www.tapsrow.com. Please visit the web site to ensure that you have the current version.



P. O. Box 190848 Anchorage, Alaska 99519

(907) 564-5757

BP Pipelines (Alaska) Inc.

RECEIVED JOINT PIPELINE OFFICE

01 MAY -2 AM 10: 05 APR 3 0 2001

Mr. Pat Pourchot Commissioner Alaska Department of Natural Resources 400 Willoughby Avenue Juneau, Alaska 99801

Mr. William G. Britt, Jr. State Pipeline Coordinator 411 West 4th Avenue, Suite 2 Anchorage, Alaska 99501

Re: Renewal Of TAPS Lease And Associated Rights

BP Pipelines (Alaska) Inc. ("BP Pipelines") owns an undivided interest in the May 3, 1974 Right-of-Way Lease for the Trans-Alaska Pipeline ("TAPS Lease") and other rights associated with the TAPS Lease ("Associated Rights"). The TAPS Lease provides that it will (and accordingly the Associated Rights will) remain in full force and effect until 12:00 noon on May 2, 2004, and "[t]he Commissioner shall renew the Lease [and Associated Rights]... so long as the Pipeline is in commercial operation and the Lessees are in full compliance with State law, including but not limited to State law pertaining to regulation and taxation of the Pipeline." TAPS Lease §2(c).

BP Pipelines, in coordination with the other undivided interest owners of the TAPS Lease and Associated Rights ("Other TAPS Owners"), applies for renewal of the TAPS Lease and Associated Rights. See Line Lists at Tab 1A-1C in Volume 2. BP Pipelines seeks renewal of the TAPS Lease and Associated Rights for the maximum period authorized by law on the same terms as those set out in the TAPS Lease and Associated Rights.

Included with this application are materials to assist you in making your renewal determination. See the Right-of-Way Leasing Act at AS 38.35.110 and the Pipeline Right-of-Way Leasing regulations at 11 AAC 80.075. That material includes information (i) pertaining to commercial operations (Commercial Operations Tab of this Volume) and compliance with State law and lease terms (Compliance Tab of this Volume) and (ii) provided to the Bureau of Land Management in conjunction with renewal of the Federal Agreement and Grant of Right-of-Way for the Trans-Alaska Pipeline (Federal ROW Renewal Application Submittal Tab of this Volume and Vols. 2 and 3).

As you know, BP Pipelines and the Other TAPS Owners have established a Right-of-Way Renewal Team to work with the State of Alaska, the Federal Government, and stakeholders in renewing the TAPS Owners' rights. W. Steven Jones, Project Manager of the TAPS Right-of-Way Renewal Team, will serve as our contact on Right-of-Way Renewal matters. Please direct all correspondence and notifications to W. Steven Jones.

Regards,

BP Pipelines (Alaska) Inc.

γ).

Commercial Operation

TAPS Oil Movements Historical Data Reporting for December 2000

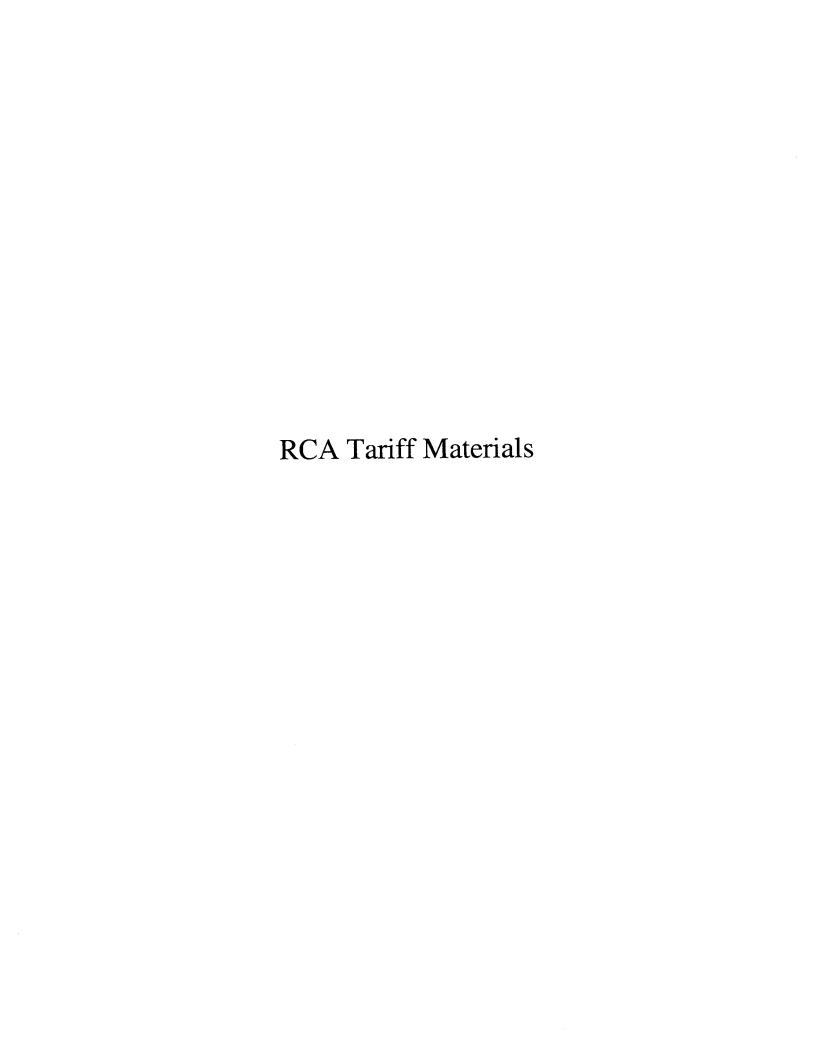
The attached operations reports depict TAPS oil movements. Throughout the day, the Operations Control Center at the Valdez Marine Terminal receives data from metering systems that are located at Pump Station 1, Golden Valley Electric Association, Petro Star Valdez Refinery and Valdez Marine Terminal. Every 24 hours the data is compiled and transmitted to Anchorage.

The first page of the attachment, known as the OMH-2A report, shows the daily ending volume (measured in barrels) in the tanks at Pump Station 1, as well as the daily tankage change. The output number (reflected in the "Output" column) either adds or subtracts the tankage change to the total metered volume from the Producers to determine the actual volume which entered the pipeline.

The second page of the attachment, known as the OMH-3C report, shows the daily data pertaining to oil movements at Valdez. It reflects the volume (measured in barrels) that flows through the incoming meters from the pipeline and the volume loaded onto vessels by berth, together with (in the "Valdez Loadings" column) loadings from all berths.

DATE: 012	5/01			→ >	0 5 2 0 1 L	Z W X W	s,
DATA FOR	MBE **	- ₩ - D - Q - ₩ + #	S T A	0	1 C A L	PUNP STATIONS	2 - 1 2 C
→ & P	ANK 110 81,083 78,732 64,470	77.493 77.6090 75.000		1307 1307 13007	1,077,102		ζ ,
	74,762	71,125	14,584-	13.7	3,238,015	125.	1,948
40	8 59	4.997	88		79.870.	7.43	555
10 N	7,68	4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	0 V	•	000000000000000000000000000000000000000	100	000
040	01.6	6150	S LO	•	9021112	7,76	985
90	4	403-504	1	14.1	1,036,598	101,044	240
0.5	80.01	100	H)	•	992,54	4.09	• 10
710					7,229,373	F	-900-
9 X / R	46.415	42.085	0404	D • E	0/42506	7 •)))
11	94,87	1,9	176	4	10261	104 - UBC	10,292
7.	41.60	97,11	4400	∳	725.77	65.20	. 37
	81.00 81.00 81.00	000		3	1 32	54951	200
2	4.017	19.0	6,70	u) u	9059900	47.44	101
į ,	54.262	50 + 640		4	972,51	45,05	•089
		· .			.1.69.7		- ; (
W/AVG-	78,859	75,604	7,420-	14.1	• 10	153,291	- JE [
	66 - 72	3.672	5,29	- 📳	90.28	53,32	•272
0	76.03	1,67	40	LD I	997.81	48.05	961.
0-	64 • 10 · · · · · · · · · · · · · · · · · ·	2.036	7.90	•	1.037.219	50	2004
N	2,13	6.110	5.0	e M	909093	さんのなり	1200
24	44+005	40.363	30,478-	J IU	03810	47,15	616
101/				7.	7,245,334	* C	r C
WANG	68,-109	64+711	3,623-	13.8	*0.46.04	700th	3
25	44 9 959	41,402	5.01	M.	400	154,881	725
	4 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	500 P	1001	e n	042.50	48.91	288
	7.70	0 - 2 5	0	•	9647176	47,17	5
	659	1 . 79	36.72	U.	0000000	04	078
0	55 4 1 T	999	74,829	14	062+21	43.84	1037
	1 · 20		968.	14.0	7.374.130	149,168	474-
12	77074	AL AL	1.7	13.9	3292769607	151,375	268-
S C				l.	.707.87	:	

1 6	00.0	1 6 500		and the second s	000	00.0		000	0		Ó	00010	00	00.0	Ď	5			000-0	Ó	00) () () ()	0	•		000	8	00	00.0	6.0 0	. 1	· · · · · · · · · · · · · · · · · · ·	:	
RECOVERED		1,258		1+258	00		10 10	•	5,633	845.40 FOO	1.646		•	•	٠ •	•	3,229	•	(0	1,631	96	2,457	1	6.795	2.008	424	, ,	•	2.183	4.880	•	N	
VALDE	AD ING		1294/0	735,640	1+319:921	467.58	043000	10000	00.40	6.857.473		er.	494 986	97.0	1788;18	44.40	64741.951	21020	. !	707-107	333941	702.19	40.40		7.401.6655	0-	54.985	9969		1,204,749	5-874-687	82.60		
R T I N G	ERTH.	10	07.62	2,206,921	1.319.921	467.58	953,16	46.24	00	6,231,019	F 17 00	'n	341,74	0 +	270120	064.44	4+0+0++	92.103		721.442		18,85	800.401.1		3.699.555 	85.0	96.36	165.68	00010	897,095	500,600	76. 40.	00000000000000000000000000000000000000	•
7 000 0 A	HTH	0	0	00	00		•	0	0	00		0	O.	D 6	96		517,986	0010	0	95.0	214*EEE	92,65	70,71	20166	2,535,483	820.646	904-848	•	0 6	307.654	1,676,796		00000000000000000000000000000000000000	
10E0 A	BERTH		6	00	0		6	: •	90	00	• • •	0 6	•	0	> ¢	0	•	Ь	, 'C	•	DC		ė	b	00	0	0 6		0		00	>	3,261,713	
V A L D E Z S T O R I C FOADED AT	BERTH	50	0	66	1 0 1		> •		625 • 826 C	622 + 254 +		346,401	3-11	42,20	0000	•	454 844	196,507		•	-	99:00	475,944		1,166,627		0	•		00	01	B	3,167,729 102,185 12,660,930	
I L	ORK - IN	00000000000000000000000000000000000000	62381F9	5.210.160	933.68	9830 965	00 0 0 2 C 4	1014.79	5.009.545		2124 58045	339185	400 E SE 4	630.07	+048904	5.204.691		A.046.210		6.109.800	789746	102912	556769	037.670	4.038.4.16		363,67	470 664	40.868	5,025,536		4.059.319	5,520,765	
. 2	3 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	0.162	23	000	• 10	• 22	0	97.9	0.00	11	0.248	-10	er.		1	0.170		02.4.4		0.257	11.	-	000	1	4		•	-	37	000		0.166	0.200	
8	2 K	000		0.00		-	- 4	: :		1 .	31.1		-	9 0	1	3102	•			31.2		•			, 9 (31.0	0175		7.10	31.6	31.2	
11/05/01 1R DECEMBER.	O Z I	F00	15482	3.020.684	023570	965 85	63,52	00 4 DC	956 956	96.36	99.95	47.9	4.00	000	00.60	410		6,790,615	20104	12 6 12	0751232	994 . 17	36,75	03.500.	944.11		72.21	70 - 73		1 +0 50 +0 +1	0675404	995 425	080 - 154 080 - 115	924.88
DATE: 0	ATE		93	TO 1/2		8	90		00	101/4	9/4/4		2	n d		0.		#0±	2		0		N) O N P	215	2/ Y V C	N/ 701	4 46



RCA No. 311

Twenty-sixth Revised

Sheet No. <u>10</u>

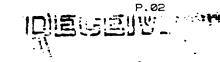
Canceling

Twenty-fifth Revised

Sheet No. 10

BP P	IPELINES (ALASKA) INC.	and the second s	to the state of th
3.	RATES		
			Rates in Dollars
	From	<u>To</u>	and Cents Per Barrel
3.1	Pump Station #1	Valdez Marine Terminal, AK	
	Sadlerochit Petroleum		\$3.40 [I]
	Kuparuk Petroleum		\$3.40 [I]
	Lisburne Petroleum		\$3.40 [I]
	Endicon Petroleum		\$3.40 []]
3.2	Pump Station #1	Golden Valley Electrical Associate	tion
	Sadlerochit Petroleum		\$ 1.61
	Kuparuk Petroleum		\$1.61
	Lisburne Petroleum		\$1.61
	Endicott Petroleum		\$1.61
3.3	Pump Station #1	Petro Star Valdez Refinery	
	Sadlerochit Petroleum	ı	\$3.38 []]
	Kuparuk Petroleum		\$3.38 [I]
	Lisburne Petroleum		\$3.38 [J]
	Endicott Petroleum		\$3.38 [1]
	(Alaska) Inc.'s FERC' law or regulation to co Alaska Liability Fund.	No gathering service will be perform	nes (Alaska) Inc. is required by any amounts to be collected for the Transed by this Carrier.
	Public Utilities Comm	ed in accordance with and in reliance this sign in Docket No. P-86-2 and Order to No. P-86-3, dated October 29, 1993.	No. 7 of the Alaska Public Utilities
Symbo	ol: [I] Denotes an increase		
l'ariff	Advice No. 78-311 Supplement	No. 1	Effective Date: January 1, 2001

Title: Secretary



CORRECTED NOTICE OF TARIFF FILINGS BY TRANS ALASKA PIPELINE GARRIERS

The REGULATORY COMMISSION OF ALASKA gives notice that each of the seven Trans Alaska Pipeline System (TAPS) carriers has filed tariff revision(s) as listed below. The carriers request an effective date of January 1, 2001, for the fillings.

CARRIER	REVISED RATES	QUALITY BANK
Amerada Hess Pipeline Corporation (Amerada)	TL75-300	TL74-300
BP Pipelines (Alaska) Inc. (BP)	TL78-311	TL79-311
Exxon Pipeline Company (Exxon)	TL94-304	TL93-304
Phillips Alaska Pipeline Corporation (Phillips)	TL82-310	TL83-310
Phillips Transportation Alaska, Inc. (PTAI)	TL76-301	TL77-301
Unocal Pipeline Company (Unocal)	TL69-312	TL68-312
Williams Alasks Pipeline Company (WAPCO)	TL74-308	TL75-308

Following is a summary of the presently assessed and the proposed intrestate tariff rates per barrel for general transportation of Sadlerochit, Kuparuk, Lisburne, and Endicott petroleum through the TAPS.

		Bay to North		sy to Valdez Terminal	PetroStar	e Bay to Connection aldez
	Present	Proposed	Present	Proposed	Present	Proposed
AMERADA (TL74-300)	\$1.52	\$2.0E	\$2.55	\$3.40	\$2.53	\$3.38
BP (TL78-311)	\$1.61	\$1.61	\$2.61	\$3.54	\$2.59	\$3.52
EXXON (TL94-304)	\$1.98	\$2.18	\$3.22	\$3.59	\$3.20	\$3.57
PHILLIPS (TL82-310)	\$1.74	\$2.23	\$2.81	\$3.64	\$2.80	\$3.62
PTAI (TL76-301)	\$1.97	\$2.23	\$3.20	\$3.63	\$3.18	\$3.62
	\$1.84	\$2.40	\$2.98	\$3.93	\$2.97	\$3.91
UNOCAL (TL69-312) WAPCO(TL74-308)	\$1.86	\$2.14	\$3.02	\$3.49	\$3.01	\$3.48

All the carriers propose to decrease the Quality Bank Gravity Differential Value per Barrel from \$0.0194 to \$.0167 per one-tenth degree API gravity.

Detailed information may be obtained from the TAPS carriers at the following addresses.

Amerada

- do Albert S. Tabor, Jr., Vinson & Elkins L.L.P,

2300 First City Tower, 1001 Fannin Street, Houston, TX 77002-8760

PTAL

- 700 G Street, Rm 919 Anchorage, AK 99501

BP

- 900 East Benson Blvd., P.O. Box 190848, Anchorage, AK 99519-0848

Exxon

- P. O. Box 2220, Houston, TX 77252-2220

Williams

- Dorsey & Whitney LLP, 1031 W. 4th Ave., Suite 600, Anchorage, AK 99501

Phillips

-Guess & Rudd, 510 L Street, Suite 700, Anchorage, AK 99501

Unocal

- 909 W. 9th Street, Anchorage AK 99501

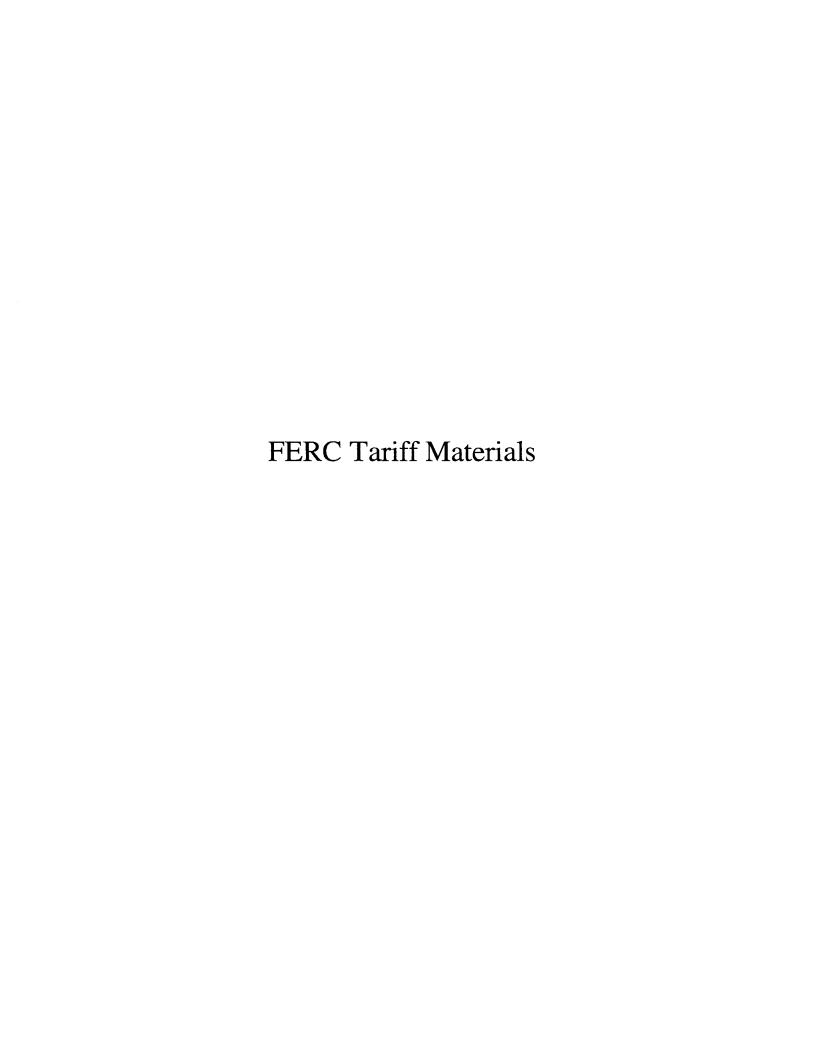
The Commission may approve a rate or classification which varies from those proposed. To the extent allowed by law, you may inspect the filings at the Commission's offices at 1016 West Sixth Avenue, Suite 400, Anchorage, Alaska 99501.

To comment on these filings, please file your comments by December 22, 2000, and include a statement that you've filed a copy of the comments with the TAPS carriers. If you need a special accommodation to make your comments, please contact Georgann Joy at 263-2107/TTY: 276-4533 by December 15, 2000.

DATED at Anchorage, Alaska, this 14th day of December, 2000.

REGULATORY COMMISSION OF ALASKA

Nenette Thompson sir



(Issued in lieu of F.E.R.C. No. 24 which was withdrawn.) (Cancels F.E.R.C. No. 21)

BP PIPELINES (ALASKA) INC.

LOCAL TARIFF

Applying on the Transportation of Petroleum by BP Pipelines (Alaska) Inc. through the Trans Alaska Pipeline System and Loading on Vessels Bound for Destinations Outside Alaska.

FROM	то	RATE IN DOLLARS AND CENTS PER BARREL OF 42 U.S. GALLONS
Pump Station #1	Ship's Rail at Valdez Marine Terminal, Valdez, AK	\$ 3.40 [I]

Note: Petroleum is defined as any petroleum delivered to CARRIER at Pump Station #1 from either Prudhoe Bay Unit through Skid 50, Kuparuk Transportation Company, Lisburne Production Center, or the Endicott Pipeline Company.

The movements cited above are subject to the Rules and Regulations in BP Pipelines (Alaska) Inc.'s F.E.R.C. No. 17, supplements thereto or successive issues thereof. In addition, the rate indicated above is exclusive of any penalties or other charges shown in F.E.R.C. No.17, supplements thereto or successive issues thereof and any amounts required by any applicable law or regulation to be collected including but not limited to the amounts to be collected for the Trans Alaska Pipeline Liability Fund.

Pursuant to the Pumpability Settlement Agreement, which as been approved by the Federal Energy Regulatory Commission in Docket Nos. IS92-3-000, et.al. and OR92-5-000, the Pumpability Factors for all Alaska North Slope Petroleums are set at 1.0.

GATHERING RATE: - The rate indicated above covers transportation by trunk line only and no gathering service will be performed under this tariff. Governed, except as otherwise provided herein, by Rules and Regulations shown in BP Pipelines (Alaska) Inc. F.E.R.C. No. 17, supplements thereto or successive issues thereof.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

SPECIAL PERMISSION REQUESTED

Issued on 3 days notice under authority of 18 C.F.R. § 341.14. This tariff publication is conditionally accepted subject to refund pending a 30-day review period.

This tariff is under the authority of the Order of the Federal Energy Regulatory Commission Approving Settlement, Granting Application, Affirming Initial Decision, and Terminating Dockets issued June 27, 1986, in Docket Nos.OR78-1 and IS84-13-000.

ISSUED: DECEMBER 28, 2000

EFFECTIVE: JANUARY 1, 2001

Symbols: [I] Increase

[W] Change in wording only

[W]

Issued by Albert N. Bolea, President BP Pipelines (Alaska) Inc. 900 E. Benson Blvd., MB11-5 P.O. Box 190848

Anchorage, Alaska 99519-0848 Telephone 907-564-5757

Compiled by Stuart Bunnell 900 E. Benson Blvd., MB11-5 P. O. Box 190848 Anchorage, Alaska 99519-0848 Telephone 907-564-5932

Supplement No. 8 to F.E.R.C. No. 17 (Cancels Supplement No 7 to F.E.R.C. No. 17)

BP PIPELINES (ALASKA) INC.

LOCAL TARIFF

Containing

RULES AND REGULATIONS

For the Transportation of

PETROLEUM

Through the Trans Alaska Pipeline System and Loading Into Marine Vessels at Valdez, Alaska

Rules and Regulations published herein apply only under tariffs making specific reference by number to this tariff; such reference will include supplements hereto and successive issues hereof.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

ISSUED: December 1, 2000

Issuing officer:

[W] Albert N. Bolea, President BP Pipelines (Alaska) Inc. 900 E. Benson Blvd., MB11-5 P. O. Box 190848 Anchorage, Alaska 99519-0848

Telephone: 907-564-5757

Compiled by:

EFFECTIVE: January 1, 2001

Stuart Bunnell
BP Pipelines (Alaska) Inc.
900 E. Benson Blvd., MB11-5
P. O. Box 190848
Anchorage, Alaska 99519-0848

Telephone: 907-564-5932

TABLE OF CONTENTS

SUBJECT	ITEM	PAGE NO.
Definitions	<u>NO.</u> 5-A	3-6
Commodity	10	6
Specifications as to Quality Received	15-A	6-7
Shipments, Maintenance of Identity	20	7
Duty of Carrier	25	7
Title	30-A	7
Gauging, Testing and Volume Correction	35	7-8
Time	40	8
Scheduling and Use of Terminal, and Penalty Provisions	45-A	8-10
Application of Rates, Charges, Rules and Regulations	50	10
Scheduling of Pipeline and Apportionment of Throughput	55-B	11-14
Capability Payment of Transportation and Other Charges	60	15-16
Liability of Carrier	65	16
Claims, Suits, and Time for Filing	70	17
Legality of Shipments	75	17
Inhibitors	80	17
Destination Facilities	85	17
Origin Facilities	90	18
Charge for Trans Alaska Pipeline Liability Fund	95-A	18
Petroleum Fill Requirements	100	18
Rates Applicable to and from Intermediate Points	105-A	18
In Transit Shipments	110	18-19
Quality Bank	115-F	19-22
Connections to the Trans Alaska Pipeline System	120	22

[W]

ITEM NO. **SUBJECT** RULES AND REGULATIONS 5-A Definitions "Actual Arrival Time" as herein used means the time, according to Valdez, Alaska local time, that a Vessel, after entering the Prince [R4] William Sound Vessel Traffic Service Area or an area subsequently designated by the Carrier communicates to the Carrier's Operating Agent its readiness to commence loading. "API" as herein used means American Petroleum Institute. "API Gravity" as herein used means gravity determined in accordance with ASTM Designation D-287-67 (API 2544) or latest revision thereof. "ASTM" as herein used means American Society for Testing Materials. "Available Throughput Capability" as used herein means the difference, if any, between the Estimated Throughput Capability and the total Nominations that Carrier has accepted as of the time Available Throughput Capability is determined. "Barrel" as herein used means forty-two (42) U.S. gallons at sixty degrees (60°) Fahrenheit and atmospheric pressure. "Carrier" as herein used means and refers to BP Pipelines (Alaska) Inc. and/or other pipeline companies which may, by proper concurrence, be parties to joint tariffs incorporating these rules and regulations by specific reference. "Carrier's Working Capacity" as used herein means Working Capacity multiplied by the Carrier's percentage of undivided interest ownership in the Terminal. "Carrier's Working Inventory" as used herein means the volume of Petroleum in the custody of the Carrier that constitutes a part of Working Inventory at any given time. "Consignee" as herein used means anyone to whom Petroleum transported under this tariff is consigned to when delivered out of the System. "Day" as herein used means the period of time commencing at 0000 hours on one day and running until 2400 hours the same day according to Valdez, Alaska, local time.

(B) of Item 55.

"Deadline for Initial Nominations" as used herein means a time that the Carrier will designate as described in part 1. of paragraph

ITEM NO. SUBJECT 5-A Definitions (continued)

- "Estimated Throughput Capability" as used herein means the throughput capability in the System that is available to the Carrier to provide transportation in accordance with the terms of this tariff.
- "Initial Nomination" as used herein means a Nomination for the coming Month that the Carrier receives from a prospective Shipper by the Deadline for Initial Nominations for such month.
- "Lifting Schedule" as herein used means the schedule of Vessels expected to call at the Terminal prepared by the Carrier's Operating Agent.
- "Month" as herein used means a calendar month commencing at 0000 hours on the first day thereof and running until 2400 hours on the last day thereof per Valdez, Alaska, local time.
- "Nomination" as used herein means a request by a prospective Shipper for transportation in accordance with the terms of this tariff.
- "100 Barrel-Mile Deliveries" as herein used means the number of Barrels of Petroleum delivered out of the System multiplied by the number of miles each such Barrel was transported, divided by 100.
- "Operating Agent" as herein used means the agent engaged by the Carrier to perform the physical operation and maintenance of Carrier's interest in facilities through which Petroleum is moved under the provisions of this tariff.
- "Operating Agent Business Day" as used herein means a regularly scheduled work Day for the Operating Agent's scheduling department.
- "Petroleum" as herein used means unrefined liquid hydrocarbons including gas liquids.
- "Petroleum Fill Requirement" as herein used means the quantity of Petroleum in Barrels supplied by Shipper under Item 100 hereof.
- "Pipeline Scheduling Deadline" as used herein means 2400 hours on the 15th Day of the Month prior to the Month for which the Nomination is to be effective, or, if the 15th Day is not an Operating Agent Business Day, 2400 hours on the first Operating Agent Business Day thereafter.
- "Port Information Manual" means the manual governing the characteristics, required equipment and operation of vessels arriving to lift Petroleum at Valdez. Copies of the Port Information Manual are available upon written request.

ITEM NO. SUBJECT 5-A Definitions (continued)

RULES AND REGULATIONS

"Revised Nomination" as used herein means a Nomination the Carrier receives after the Pipeline Scheduling Deadline.

"Scheduled Arrival Day" as herein used means the Day, stated in a Lifting Schedule, that a vessel is scheduled to enter the Prince William Sound Vessel Traffic Service Area.

"Shipment" as herein used means transportation by the Carrier of a stated quantity of Petroleum from a specified origin or origins to a specified destination, or destinations, in accordance with these rules and regulations.

"Shipper" as used herein means a party that nominates and thereafter actually delivers Petroleum for transportation by the Carrier under the terms of this tariff.

"Supplemental Nomination" as used herein means a Nomination that the Carrier receives from a prospective Shipper by the deadline the Carrier sets for the receipt of such Supplemental Nomination.

"System" as herein used means a Petroleum pipeline forty-eight inches (48") in diameter extending from a point at or near Prudhoe Bay to a point near Valdez, Alaska, together with suitable pump stations, tankage, docks, communications facilities, and other related facilities, equipment and appurtenances including facilities associated with the holding of Petroleum for delivery to Vessels and associated with such delivery, in which the Carrier owns an undivided interest.

"Terminal" as herein used means the portion of the System consisting of crude oil tankage, tank farm manifolds, tank vent lines, vapor recovery system power generating facilities and other related facilities, equipment and appurtenances located at Valdez, Alaska, in which the Carrier owns an undivided interest.

"Vessel(s)" as herein used means any tanker, tank ship or vessel scheduled to load Petroleum at the Terminal which has been transported under the terms of this tariff.

"Week" or "Weekly" as herein used means seven consecutive days commencing on Monday at 0000 hours and running until 2400 hours the next succeeding Sunday according to Valdez, Alaska, local time.

ITEM NO. **SUBJECT RULES AND REGULATIONS** 5-A Definitions "Working Capacity" as herein used means the total capacity of all operational tanks for the handling of Petroleum at the Terminal. (continued) pending loading on vessels, between 2.6" above the bottom of the tank shell and 3'9" below the top of the tank shell, less the capacity as determined by the Operating Agent, required to receive the volume of Petroleum which should be moved out of the System to prevent internal pressure in the pipeline from exceeding design limits in the event its operation should be shut down. "Working Inventory" as herein used means the total volume of Petroleum in Working Capacity at any given time. 15-A Specifications as to (A) Carrier reserves the right to reject any Petroleum unless: [R1] Quality Received (i) it is suitable for refining or use as a fuel and contains no more than thirty-five one-hundredths of 1% (0.35%) by volume of basic sediment and water: (ii) its temperature does not exceed one hundred forty-two degrees (142°) Fahrenheit, provided that Petroleum may be accepted for transportation at any point in the System at a temperature in excess of 142°F but only under such circumstances and during such times as Carrier determines will not result in violation of any design or operating requirement for the System at any point in the System or result in inequities or discrimination as between carriers or Shippers; (iii) its hydrogen sulfide (H2S) content in solution does not exceed fifty (50) parts per million by weight and it will not result in the combined stream of Petroleum in the System under the custody of the Carrier at any given entry point in the System at any given time exceeding ten (10) parts per million hydrogen sulfide (H₂S) content in solution by weight; and

ITEM NO. **SUBJECT RULES AND REGULATIONS** 15-A Specifications as to (iv) its vapor pressure does not exceed the greater of Quality Received atmospheric pressure or 14.7 psia at receipt temperature. (continued) In calculating the combined stream of Petroleum at any given point in the System under the custody of the Carrier, only Petroleum received into the System by the Carrier at that point and all points upstream shall be considered. (B) Petroleum will not be accepted by the Carrier for transportation in the System unless its gravity, viscosity, pour point, vapor pressure and other characteristics are such that it is readily susceptible to safe and efficient transportation through the System and will not materially affect the characteristics of other Petroleum shipments for which adjustments are not or will not be available through the procedure set forth in Item 115, Quality Bank. (C) Carrier may require forty-five (45) days notice from Shipper before accepting Petroleum from a producing reservoir or a procession plant from which Petroleum has not previously been shipped through the System. Such notice shall include a suitable assay of the tendered Petroleum so that the acceptability and a suitable tariff for the transportation of the Petroleum can be determined. 30-A Title An offer for Shipment of Petroleum shall be deemed a warranty of [R1] title by the party making the offer. The Carrier may, in the absence of adequate security, decline to receive any Petroleum which is in litigation, or as to which a dispute over title may exist, or which is encumbered by any lien. By offering Petroleum, the offeror warrants and guarantees that it has good title thereto and agrees to hold the Carrier harmless from any and all loss, cost, liability, damage and/or expense resulting from disputes, encumbrances, or failure of title thereto. Acceptance for transportation shall not be deemed a representation by the Carrier as to title.

ITEM NO. **SUBJECT RULES AND REGULATIONS** 45-A Scheduling and Use (A) Any Shipper expecting to commence lifting at the Terminal for [R4] of Terminal, and the first time shall provide a one-Week notice prior to Penalty Provisions submitting the four-Week schedule required by this section. In addition to the requirements imposed by the immediately preceding sentence, each Shipper will advise Carrier of the schedule of Vessels it expects to call at the Terminal during the ensuing four-Week period, specifying for each Vessel scheduled for the first Week of such four-Week schedule and, to the extent possible, for the last three Weeks, the volume to be lifted, name, Scheduled Arrival Day, and such other information as required by the Port Information Manual. (B) The Operating Agent will coordinate the lifting schedules for all Shippers lifting Petroleum at the Terminal. Any conflicts in the lifting schedule will be resolved equitably and in furtherance of the most efficient operation of the System. After resolution of any conflicts, the resulting Lifting Schedule will be provided to each Shipper. (C) Changes or Vessel substitution may be made to the lifting schedule by any Shipper upon written notice delivered to the Carrier at least seven (7) Days in advance of a scheduled lifting. Changes on less than seven (7) Days written notice may only be made provided such changes or Vessel substitution will not adversely affect any other Shipper's scheduled liftings, unless such other Shipper's prior written consent is obtained, and the changes or substituted Vessel complies with the Port Information Manual. (D) When a revision or change is made to the Lifting Schedule, the Carrier, or its Operating Agent, will promptly notify all affected Shippers of the revised Lifting Schedule and the effective date of the revision.

NO.

SUBJECT

45-A

Scheduling and Use of Terminal, and Penalty Provisions (continued)

RULES AND REGULATIONS

(E) If, at the beginning of any Day, the aggregate Working Inventory in the Terminal is equal to or greater than 75% of Working Capacity and the Carrier's share of Working Inventory is in excess of the Carrier's Working Capacity, each Surplus Shipper, as that term is hereinafter defined, shall be charged a penalty consisting of such Surplus Shipper's proportion (calculated as described below) of the product obtained by multiplying twenty (20) cents by the number of Barrels by which Carrier's Working Inventory exceeds the Carrier's Working Capacity at the beginning of the Day for which the penalty is levied. Such proportion shall be the ratio that such Surplus Shipper's share of such excess on such Day bears to the total amount of such excess on such Day.

For purposes of this Paragraph E:

- (1) A Surplus Shipper is a Shipper that has a volume of Petroleum in the Terminal in the custody of the Carrier at the beginning of the Day for which the penalty is levied that exceeds such Shipper's Tankage Entitlement:
- (2) A Shipper's Tankage Entitlement is equal to the total number of Barrels of tankage capacity comprising the Carrier's Working Capacity multiplied by such Shipper's Delivery Percentage; and
- (3) A Shipper's Delivery Percentage is the ratio (expressed as a percentage) that the aggregate number of Barrels of that Shipper's Petroleum in the custody of the Carrier on the Day for which the penalty is levied and that were delivered into the Terminal during the seven Days preceding such Day bears to the total number of Barrels of all Shippers' Petroleum in the custody of the Carrier in the Terminal on that Day and that were so delivered during such period.

NO.

SUBJECT

45-A Sched of Ter

Scheduling and Use of Terminal, and Penalty Provisions (continued)

- (F) In calculating the penalty under Paragraph E, the number of excess Barrels at the beginning of any Day shall be reduced by:
 - (1) The number of Barrels of the Carrier's Working Inventory scheduled to be lifted by a Vessel which has established an Actual Arrival Time at the beginning of any Day the penalty is applied but is unable to dock because the passage through Prince William Sound or Valdez Arm is closed to shipping due to an event or condition not within the control of the Carrier, and:
 - (2) The number of Barrels of the Carrier's Working Inventory scheduled to be lifted by a Vessel which has docked but is unable to lift at the beginning of any Day due to any act or omission of the Carrier's Operating Agent or due to any local event or condition of general application not within the control of the Carrier's Operating Agent or any person responsible for the operation or control of such Vessel which does or would prevent all Vessels from loading.
- (G) Each Vessel shall dock when and as instructed by the Carrier, or its Operating Agent. If any Vessel is unable to dock when instructed, the next Vessel waiting to be docked shall be docked based on the order of dock assignment until the Vessel that was unable to dock is able to dock. Vessels shall be assigned dock space by Carrier, or its Operating Agent, in the order of the Actual Arrival Time, provided, however, that adequate and appropriate inventories designated for lifting by such Vessel have been established, and in the Operating Agent's prudent judgment will optimize System delivery.

NO. SUBJECT

45-A Scheduling and Use of Terminal, and Penalty Provisions (continued)

- (H) After a Vessel has been docked, it shall be allowed twentyfour (24) hours, if the Vessel is of two hundred twenty-five thousand (225,000) dead weight tons or less, or thirty (30) hours, if the Vessel is of greater than two hundred twenty-five thousand (225,000) dead weight tons, from the time that Carrier or its Operating Agent gives notice of readiness to commence either loading or deballasting within which to complete its lifting and to release its last line from a mooring point at the dock. If any Vessel fails to release its last mooring line before a specified departure time contained in a notice from Carrier or its Operating Agent, (which specified departure time shall not be earlier than the end of such twentyfour (24) hour or thirty (30) hour period, nor earlier than four (4) hours after Carrier or its Operating Agent transmits such notice to the Vessel), the Shipper scheduling such Vessel shall thereafter pay a penalty of Two Thousand Dollars (\$2,000) for each hour or part thereof that such Vessel remains at the dock, while such dock is required to load another Vessel which has established an Actual Arrival Time. Any delay due to any act or omission of the Carrier or its Operating Agent or a local event or condition of general application (except mechanical equipment malfunction on the Vessel) not within the control of the Carrier or its Operating Agent or any other person responsible for the operation or control of such Vessel which act, event or condition prevents the Vessel from vacating the dock shall be added to the time until a Vessel is required to vacate the dock.
- (I) If, at the beginning of any Day, the sum of the total number of Barrels of Shipper's Petroleum in Carrier's Working Inventory plus Shipper's share of the Petroleum Fill Requirement divided by Shipper's share of the Petroleum Fill Requirement is greater than the number five (5) and is or has been greater than the number five (5) for the preceding twenty (20) Days, then Shipper shall be charged on each such Day (in this Item 45(I) hereinafter called "Relevant Day") a sum equal to the product obtained by multiplying twenty (20) cents by the total number of Barrels of Shipper's Petroleum in Carrier's Working Inventory on the Relevant Day.

ITEM NO. SUBJECT 55-B Scheduling of [R6] Pipeline and Apportionment of Throughput Capability

RULES AND REGULATIONS

- (A) General Requirements for Nominations:
 - 1. Nominations will be received and considered for acceptance if they conform in full to the terms of this tariff. Nominations shall be addressed to Oil Movements Coordinator, BP Pipelines (Alaska) Inc. P.O. Box 190848, Anchorage, Alaska 99519-0848, fax number (907) 564-5570, with confirmation number (907) 564-5870.
 - 2. Each Nomination must be in writing and include the information reflected in items a. through d. for each proposed Shipment:
 - a. the period for which the proposed Shipment is being nominated:
 - b. the total volume for delivery during such period and the volume in Barrels per Day:
 - c. the connection from which the proposed Shipment would originate; and
 - d. the destination of the proposed Shipment.

In addition, each Nomination must make the statements in items e. and f:

- e. <Prospective Shipper name> has title to all the Petroleum hereby nominated.
- f. None of the Petroleum hereby nominated is currently nominated or accepted for transportation by any other carrier, whether provisionally or otherwise.
- 3. The Carrier reserves the right when accepting and prorating Nominations to revise, reduce or reject a Nomination if:
 - a. the Carrier believes that the prospective Shipper does not have title to the Petroleum being nominated, or the Petroleum nominated is currently nominated to or accepted for transportation by another carrier;
 - b. the prospective Shipper has previously withdrawn accepted Nominations from the Carrier; or
 - c. the prospective Shipper has failed to make payment of lawful charges related to previous Shipments.

<u>NO.</u> 55-B

SUBJECT

Scheduling of
Pipeline and
Apportionment of
Throughput
Capability
(continued)

- 4. A prospective Shipper may not nominate the same Barrels of Petroleum to the Carrier and to another carrier. If, as of the Pipeline Scheduling Deadline, the Operating Agent determines that a prospective Shipper has nominated to another carrier Barrels that Carrier has accepted for the coming Month, the Carrier will reduce such prospective Shipper's Nomination to the Carrier by the number of Barrels that Carrier accepted that were also nominated to another carrier.
- 5. No party shall deliver to the System Petroleum that has not been nominated to and accepted by the Carrier or another carrier. If, as of the Pipeline Scheduling Deadline, there is Petroleum scheduled to be delivered to the System in the coming Month that has not been nominated to and accepted by the Carrier or another carrier, the Operating Agent will notify the owner of such Petroleum at least one Operating Agent Business Day before the deadline for nominating such Petroleum to the Carrier or another carrier. If, notwithstanding the Operating Agent's notice, the Petroleum is not nominated, but is delivered to the Pipeline, such Petroleum shall be deemed to be the property of the Carrier and the other carriers.
- (B) Scheduling. Acceptance and Prorating of Initial and Supplemental Nominations
 - 1. By the first Operating Agent Business Day of each Month, the Carrier will notify prospective Shippers of it's Estimated Throughput Capability and the Deadline for Initial Nominations, which shall be no earlier than five Days after the date of such notice. Any prospective Shipper seeking such information may obtain it upon request to Carrier's Oil Movements Coordinator identified in Section (A) 1. herein.
 - 2. If the total of the Initial Nominations received is less than the Carrier's Estimated Throughput Capability for the coming Month, all Initial Nominations will be accepted in full. If, on the other hand, the total of the Initial Nominations exceeds the Carrier's Estimated Throughput Capability for the coming Month, such Estimated Throughput Capability will be prorated among all prospective Shippers in the proportion that each Shipper's Initial Nominations bear to the total of all Initial Nominations.

<u>NO.</u>

SUBJECT

55-B

Scheduling of
Pipeline and
Apportionment of
Throughput
Capability
(continued)

- 3. If, after the Deadline for Initial Nominations, the Carrier has Available Throughput Capability, the Carrier will advise all prospective Shippers of such Available Throughput Capability and request Supplemental Nominations for the Available Throughput Capability. The Carrier may, at its discretion, perform one or more rounds of Supplemental Nominations. For each such round, the Carrier will set a deadline by which a prospective Shipper must submit Supplemental Nominations. If the total of the Supplemental Nominations for any round is less than the Carrier's Available Throughput Capability, such Supplemental Nominations will be accepted in full. If the total of the Supplemental Nominations for any round exceeds the Available Throughput Capability, such Available Throughput Capability will be prorated among all prospective Shippers in the proportion that each prospective Shipper's Supplemental Nominations for that round bear to the total of all Supplemental Nominations for that round. If, after the deadline (or, in the case of multiple rounds of Supplemental Nominations, the last such deadline) for the receipt of Supplemental Nominations, the Carrier has Available Throughput Capability, the Carrier will accept Nominations for such Available Throughput Capability on a first-come, first-served basis.
- 4. A Revised Nomination that increases the total number of Barrels nominated to the Carrier will be effective at 0000 hours on the latter of:
 - a. the Day the prospective Shipper proposes in its Revised Nomination;
 - b. a Day that begins after four Operating Agent Business
 Days have elapsed since the Carrier accepted the Revised
 Nomination; and
 - c. the Day the Operating Agent determines that the additional Barrels are not nominated to another carrier.
- 5. A Revised Nomination that decreases the total number of Barrels nominated to the Carrier will be effective at 0000 hours on the latter of:
 - a. the Day the prospective Shipper proposes in its Revised Nomination;
 - b. a Day that begins after six Operating Agent Business
 Days have elapsed since the Carrier accepted the Revised
 Nomination; and
 - c. the Day the Operating Agent determines that the Barrels the prospective Shipper proposes not to tender to the Carrier are properly nominated to another carrier.

NO.

SUBJECT

55-B

Scheduling of Pipeline and Apportionment of Throughput Capability (continued)

- 6. When Carrier has accepted the Shipper's Nomination, it will so notify the Shipper and will identify when the Nomination will become effective.
- 7. The Carrier may reject an Initial Nomination for an intrastate movement:
 - a. that exceeds 50.0108% of the total Petroleum nominated by such prospective Shipper to all carriers for that specific intrastate movement, or:
 - b. if the Carrier has accepted a Nomination or Nominations for an intrastate movement, that, when added to such accepted Nomination(s), exceeds 50.0108% of the total Petroleum nominated by such prospective Shipper to all carriers for that specific intrastate movement.
- 8. If, after Nominations have been accepted, the Estimated Throughput Capability available to Carrier either increases or otherwise becomes available, the Carrier will advise all prospective Shippers of the deadline for submitting a Nomination for such Available Throughput Capability.
- 9. If, after Nominations have been accepted, the Estimated Throughput Capability available to the Carrier is reduced to an amount that is less than the total of the previously accepted Nominations, such Nominations will be reduced to the proportion that the reduced Estimated Throughput Capability bears to the accepted Nominations.
- 10. On the next successive business day following the closing date for nominations, or as soon thereafter as possible, Carrier will notify each prospective Shipper of the extent to which that prospective Shipper's nomination has been accepted.

ITEM <u>NO.</u> 95-A [R1]	SUBJECT Charge for TransAlaska Pipeline Liability Fund	RULES AND REGULATIONS As an additional charge, the Carrier or its Operating Agent, shall collect a fee of five cents (5c) per Barrel of Petroleum transported under this tariff and loaded on a Vessel at the Terminal to the extent and in the manner required by Section 204 (c) of Public Law 93-153 (Title 43, U.S.C. Section 1653 (c)) and any regulations issued hereunder, and shall collect any other similar or substitute fee that Carrier or its Operating Agent is required to collect by any duly constituted governmental authority with respect to any transportation or other service performed pursuant to the provisions of this tariff.
105-A [R1]	Rates Applicable to and from Intermediate Points	Petroleum delivered to a point on the System which is not named in this tariff or in tariffs making reference to this tariff but which point is intermediate to a point to which rates are published in this tariff or in tariffs making reference to this tariff. will be assessed the rate in effect to the next more-distant point published in this tariff or in tariffs making reference to this tariff. Petroleum received from a point on the System which is not named in this tariff or in tariffs making reference to this tariff but which point is intermediate to a point from which rates are published in this tariff or in tariffs making reference to this tariff, will be assessed the rate in effect from the next more-distant point published in this tariff or in tariffs making reference to this tariff.

ITEM NO.

SUBJECT Quality Bank

115-F Cancels 115-E

RULES AND REGULATIONS

Quality adjustments - Shippers shall be debited and/or credited for all adjustments as provided for in this Item with respect to all Petroleum shipped. The calculation of Shipper's debits and credits shall be made for each Month as required herein. The credit and debit balances for each accounting shall be adjusted among Shipper and all Shippers in TAPS by collecting funds from those Shippers (including Shipper, if applicable) having debit balances and by thereafter remitting funds collected to the Shippers (including Shipper, if applicable) having credit balances. In the event of delay in collection or inability to collect from one or more Shippers for any reason, only adjustment funds and applicable interest charges actually collected shall be distributed pro rata to Shippers having credit balances. A Monthly accounting shall be rendered to Shipper after the end of each Month.

(a) Methodology - Shipper authorizes Carrier or its designee to compute adjustments among all Shippers in TAPS for quality differentials arising out of TAPS common stream operation. Shipper agrees to pay Carrier or its designee the adjustment due from Shipper determined in accordance with the procedures set out in this Item.

The procedures for determining quality adjustments among all Shippers are specified in detail in the TAPS Quality Bank Methodology set forth in Carrier's Tariff F.E.R.C. No. 18, supplements thereto, and successive issues thereof, which are incorporated herein by reference.

As prescribed in the TAPS Quality Bank Methodology, at the close of each Month, Carrier or its designated Quality Bank Administrator shall compute adjustments calculated as follows:

- 1. Pump Station No. 1 Adjustment An adjustment based on the difference between the Quality Bank Value of Pump Station No. 1 Base Petroleum during a Month and the Quality Bank Value of Petroleum received into TAPS at Pump Station No. 1 for a Shipper during the same Month shall be calculated as follows:
 - (i) the Quality Bank Value per Barrel of each stream received into TAPS at Pump Station No. 1 during the Month for a Shipper shall be determined by summing the Quality Bank Values of each component of one Barrel of that stream as determined in accordance with the TAPS Quality Bank Methodology.

ITEM
NO. SUBJECT
115-F Quality Bank (continued)

RULES AND REGULATIONS

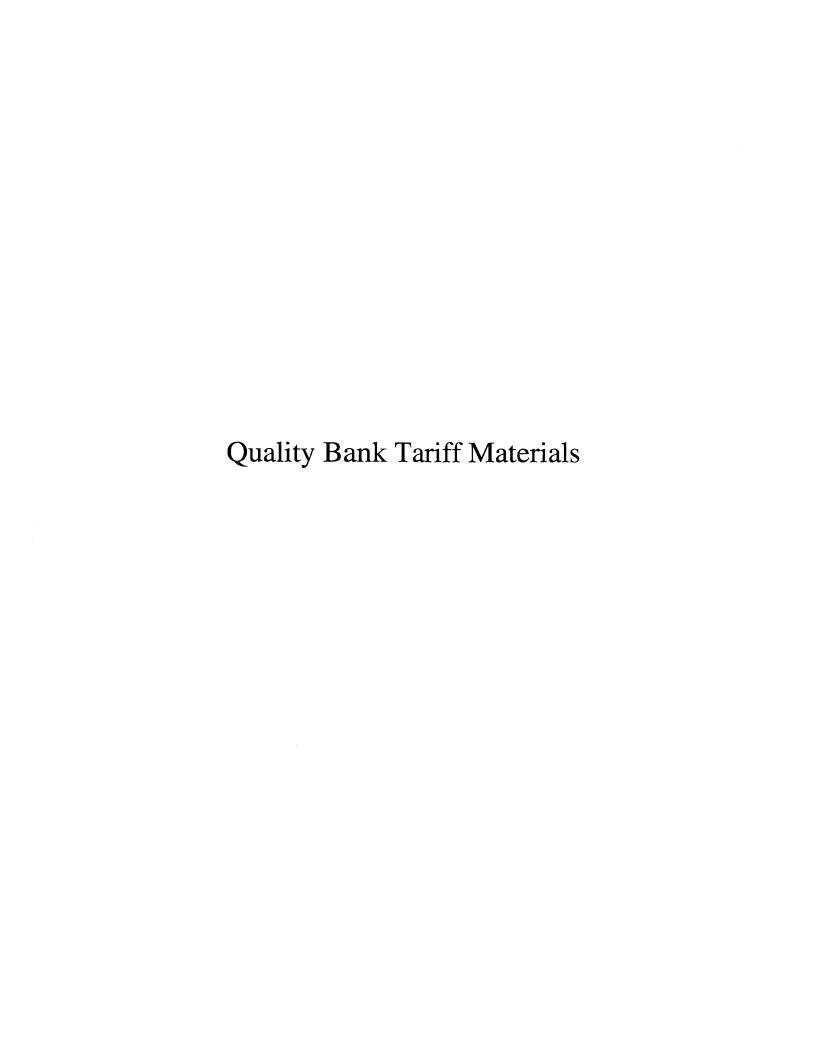
- (ii) the Quality Bank Value per Barrel of the Pump Station No. 1 Base Petroleum for the Month shall be determined by multiplying the Quality Bank Value per Barrel of each stream received into TAPS at Pump Station No 1 during that Month by the number of Barrels of that stream received into TAPS at Pump Station No. 1 during that Month, summing the products so obtained and dividing the total by the number of Barrels of Petroleum received into TAPS at Pump Station No.1 during the Month.
- (iii) if the Quality Bank Value per Barrel of the Pump Station No. 1 Base Petroleum for any Month is greater than the Quality Bank Value per Barrel of a stream of Petroleum received into TAPS at Pump Station No. 1 during the same Month for a Shipper, such Shipper shall be debited an amount calculated by multiplying such difference by the number of Barrels of such Petroleum received into TAPS for such Shipper at Pump Station No. 1 during that Month.
- (iv) if the Quality Bank Value per Barrel of Pump Station No. 1 Base Petroleum for any Month is less than the Quality Bank Value per Barrel of a stream of Petroleum received into TAPS at Pump Station No. 1 during the same Month for a Shipper, such Shipper shall be credited an amount calculated by multiplying such difference by the number of Barrels of such Petroleum received into TAPS for such Shipper at Pump Station No. 1 during that Month.
- 2. Connection Adjustment An adjustment based on the difference between the Quality Bank Value of any Connection Base Petroleum during a Month and the Quality Bank Value of a Shipper's Petroleum commingled at that Connection during the same Month shall be calculated as follows:
- (i) the Quality Bank Value per Barrel of a Shipper's Petroleum commingled at a Connection during the Month shall be determined by summing the Quality Bank Values of each component of one Barrel of that Petroleum as determined in accordance with the TAPS Quality Bank Methodology.
 - (ii) the Quality Bank Value per Barrel of any Connection Base Petroleum for the Month shall be the Weighted Average Quality Bank Value of (1) the Petroleum entering TAPS at a Connection during the Month and (2) the Petroleum in TAPS just upstream of the point of entry into TAPS at that Connection during the Month.

1-د ،

ITEM	
NO.	SUBJECT
115-F	Quality Bank
	(continued)

- (iii) if the Quality Bank Value per Barrel of any Connection Base Petroleum for any Month is greater than the Quality Bank Value per Barrel of a Shipper's Petroleum commingled at that Connection during the same Month, such Shipper shall be debited an amount calculated by multiplying such difference by the number of Barrels of such Shipper's Petroleum commingled at that Connection during that Month.
- (iv) if the Quality Bank Value per Barrel of any Connection Base Petroleum for any Month is less than the Quality Bank Value per Barrel of Shipper's Petroleum commingled at that Connection during the same Month, such Shipper shall be credited an amount calculated by multiplying such difference by the number of Barrels of such Shipper's Petroleum commingled at that Connection during that Month.
- 3. Valdez Terminal Gravity Adjustment An Adjustment based on the difference between the Weighted Average Gravity of the Valdez Terminal Base Petroleum and the Weighted Average Gravity of Petroleum received out of the Valdez Terminal by a Shipper shall be calculated as follows:
 - (i) if the Weighted Average Gravity of the Valdez Terminal Base Petroleum for any Month is greater than the Weighted Average Gravity of Petroleum received out of the Valdez Terminal during the same Month by a Shipper, such Shipper shall be credited an amount calculated by multiplying such difference by the Gravity Differential Value per Barrel and multiplying that total by the number of Barrels of such Petroleum received out of the Valdez Terminal during that Month by such Shipper.
 - (ii) if the Weighted Average Gravity of the Valdez Terminal Base Petroleum for any Month is less than the Weighted Average Gravity of Petroleum received out of the Valdez Terminal during the same Month by a Shipper, such Shipper shall be debited an amount calculated by multiplying such difference by the Gravity Differential Value Per Barrel and multiplying that total by the number of Barrels of such Petroleum received out of the Valdez Terminal during that Month by such Shipper.

ITEM NO. SUBJECT 115-F Quality Bank (continued)	[D]	RULES AND REGULATIONS (iii) The Gravity Differential Value Per Barrel is established at \$0.0167 for each one-tenth degree API Gravity (0.1° API).
		(b) General Provisions - In addition to the adjustments described in this Item, Shipper agrees to pay Carrier or its designee a per Barrel charge to reimburse Carrier for the costs of administering the adjustments among Shippers under this Item.
		In the event any payment is made to Shipper hereunder and it is subsequently determined by any Federal or state court, administrative agency or other governmental entity having jurisdiction that no other Shipper was liable for the adjustment for which payment was made, Shipper receiving such payment shall upon receipt of an accounting from Carrier return the same to Carrier or its designee. Carrier shall promptly utilize same to reimburse all Shippers who made such payments.
		All payments due from Shipper under this Item shall be made by Shipper within 20 days of receipt of each accounting and, for any delay in payment beyond such 20 day period, shall bear interest calculated at an annual rate equivalent to 125% of the prime rate of interest of Citibank N.A. of New York, New York, on ninety-day loans to substantial and responsible commercial borrowers as of the date of accounting
Explanation of Symbols:		 [W] Change in wording only [D] Decrease [R1] Reissued from Supplement No. 1, effective July 1, 1998. [R4] Reissued from Supplement No. 4, effective August 1, 1999. [R6] Reissued from Supplement No. 6, effective January 1, 2000.



Supplement No. 1 to F.E.R.C. No. 52 (Amerada) Supplement No. 1 to F.E.R.C. No. 23 (BP) Supplement No. 1 to F.E.R.C. No. 69 (ExxonMobil) Supplement No. 1 to F.E.R.C. No. 47 (Phillips) Supplement No. 1 to F.E.R.C. No. 4 (Phillips Transportation)

Supplement No. 1 to F.E.R.C. No. 206 (Unocal)

Supplement No. 1 to F.E.R.C. No. 4 (Williams)

AMERADA HESS PIPELINE CORPORATION (AMERADA) BP PIPELINES (ALASKA) INC. (BP) EXXONMOBIL PIPELINE COMPANY (EXXONMOBIL) PHILLIPS ALASKA PIPELINE CORPORATION (PHILLIPS) PHILLIPS TRANSPORTATION ALASKA, INC. (PHILLIPS TRANSPORTATION) **UNOCAL PIPELINE COMPANY (UNOCAL)** WILLIAMS ALASKA PIPELINE COMPANY, L.L.C. (WILLIAMS)

LOCAL PIPELINE TARIFF

CONTAINING THE TAPS QUALITY BANK METHODOLOGY

GENERAL APPLICATION

This tariff shall apply only to those tariffs which specifically incorporate this tariff, supplements to this tariff and successive issues hereof, by reference.

SPECIAL PERMISSION REQUESTED

Issued on nine days' notice under authority of 18 C.F.R. § 341.14. This tariff publication is conditionally accepted subject to refund pending a 30-day review period.

NOTICES

The decreases noted in Attachment 2A are made to comply with this Commission's Order Adopting Contested Settlement in Docket No. OR89-2-007, et al., Trans Alaska Pipeline System, 81 F.E.R.C. ¶ 61,319 (1997), and the Alaska Public Utilities Commission's Order Adopting Federal Energy Regulatory Commission Order Approving Contested Settlement in Docket Nos. P-89-1, et al., In re Formal Complaint of Tesoro Alaska Petroleum Co., Order P-89-1(87) (1998).

For rules and regulations other than the TAPS Quality Bank Methodology tariff, see F.E.R.C. No. 41 (Amerada), F.E.R.C. No. 17 (BP), F.E.R.C. No. 6 (ExxonMobil), F.E.R.C. No. 35 (Phillips), F.E.R.C. No. 2 (Phillips Transportation), F.E.R.C. No. 189 (Unocal), F.E.R.C. No. 2 (Williams), supplements thereto and reissues thereof.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

ISSUED JANUARY 22, 2001

[W]

EFFECTIVE FEBRUARY 1, 2001

ISSUED BY

[W]

Donald C. Lutken, Jr., President AMERADA HESS PIPELINE CORPORATION One Allen Center 500 Dallas Street, Level 2 Houston, Texas 77002

R. A. Rabinow, President EXXONMOBIL PIPELINE COMPANY P. O. Box 2220 Houston, Texas 77252-2220

Edward R Hendrickson, Vice President and Controller PHILLIPS TRANSPORTATION ALASKA, INC. 700 G Street, ATO-920 Anchorage, Alaska 99501

Tina R. Granger, Manager, Pipeline Tariffs WILLIAMS ALASKA PIPELINE COMPANY, L.L.C. 1800 S. Baltimore Avenue Tulsa, Oklahoma 74119 Albert N. Bolea, President BP PIPELINES (ALASKA) INC. 900 East Benson Boulevard P. O. Box 190848 Anchorage, Alaska 99519-0848

E. W. Heaton, Vice President and Controller PHILLIPS ALASKA PIPELINE CORPORATION P.O. Box 1967 Houston, Texas 77251-1967

Christopher W. Keene, Vice President UNOCAL PIPELINE COMPANY 14141 Southwest Freeway Sugar Land, Texas 77478

> COMPILED BY John E. Kennedy 1001 Fannin Street Houston, TX 77002-6760 (713) 758-2550

Attachment 2A cancels Attachment 2

ATTACHMENT 2A

COMPONENT UNIT VALUE PRICING BASIS

PROPANE (C₃)

United States Gulf Coast	United States West Coast
Platt's Mt. Belvieu, TX spot quote for Propane.	OPIS's (weekly) Los Angeles delivered spot quote for Propane.

ISOBUTANE (iC₄)

United States Gulf Coast	United States West Coast	
Platt's Mt. Belvieu, TX spot quote for Isobutane.	OPIS's (weekly) Los Angeles delivered spot quote for Isobutane.	

NORMAL BUTANE (nC₄)

United States Gulf Coast	United States West Coast
Platt's Mt. Belvieu, TX spot quote for Normal Butane.	OPIS's (weekly) Los Angeles delivered spot quote for Normal Butane.

LIGHT STRAIGHT RUN (C₅ - 175°F)

United States Gulf Coast	United States West Coast
Platt's Mt. Belvieu, TX spot quote for Natural Non-Dynegy.	OPIS's (weekly) Bakersfield delivered spot quote for Natural Gasoline.

NAPHTHA (175° - 350°F)

United States Gulf Coast	United States West Coast	
Platt's U.S. Gulf Coast spot quote for Waterborne Naphtha.	Platt's U.S. Gulf Coast spot quote for Waterborne Naphtha.	

LIGHT DISTILLATE (350° - 450°F)

United States Gulf Coast	United States West Coast
Platt's U.S. Gulf Coast spot quote for Waterborne Jet Kerosene 54 less 0.5283 cents per gallon.	Platt's U.S. West Coast spot quote for Waterborne Jet Fuel less 0.5283 cents per gallon.

[D]

HEAVY DISTILLATE (450° - 650°F)

United States Gulf Coast	United States West Coast	
Platt's U.S. Gulf Coast spot quote for Waterborne No. 2 less 2.1126 cents per gallon.	Platt's U.S. West Coast spot quote for Waterborne Gasoil for October, 1999 less 0.9973 cents per gallon.	

[D]

[**D**]

[D]

GAS OIL (650° - 1050°F)

United States Gulf Coast	United States West Coast
OPIS's U.S. Gulf Coast spot quote for barge High Sulfur VGO.	OPIS's U.S. Gulf Coast spot quote for barge High Sulfur VGO.

RESID (1050°F and Over)

United States Gulf Coast	United States West Coast
Platt's U.S. Gulf Coast spot quote for Waterborne No. 6 Fuel Oil 3.0% Sulfur less 4.7534 cents per gallon.	Platt's U.S. West Coast spot quote for Pipeline 380 cst at Los Angeles converted to \$/Bbl using 6.37 Bbl/MT less 4.7534 cents per gallon.

[**D**]

Explanation of symbols:

[D] Decrease

[W] Change in wording only

135385_1.DOC

F.E.R.C. No. 52 (Amerada)
(Cancels F.E.R.C. No. 51)
F.E.R.C. No. 23 (BP)
(Cancels F.E.R.C. No. 22)
F.E.R.C. No. 69 (ExxonMobil)
(Cancels F.E.R.C. No. 7)
F.E.R.C. No. 47 (Phillips)
(Cancels F.E.R.C. No. 45)
F.E.R.C. No. 4 (Phillips Transportation)
(Cancels F.E.R.C. No. 19 ARCO Transportation Alaska, Inc. series)
F.E.R.C. No. 206 (Unocal)
(Cancels F.E.R.C. No. 190)
F.E.R.C. No. 4 (Williams)
(Cancels F.E.R.C. No. 30 Mobil Alaska Pipeline Company series)

AMERADA HESS PIPELINE CORPORATION (AMERADA)
BP PIPELINES (ALASKA) INC. (BP)
EXXONMOBIL PIPELINE COMPANY (EXXONMOBIL)
PHILLIPS ALASKA PIPELINE CORPORATION (PHILLIPS)
PHILLIPS TRANSPORTATION ALASKA, INC. (PHILLIPS TRANSPORTATION)
UNOCAL PIPELINE COMPANY (UNOCAL)
WILLIAMS ALASKA PIPELINE COMPANY, L.L.C. (WILLIAMS)

LOCAL PIPELINE TARIFF

CONTAINING THE TAPS
QUALITY BANK METHODOLOGY

GENERAL APPLICATION

This tariff shall apply only to those tariffs which specifically incorporate this tariff, supplements to this tariff and successive issues hereof, by reference.

SPECIAL PERMISSION REQUESTED

Issued on less than one day's notice under authority of 18 C.F.R. § 341.14. This tariff publication is conditionally accepted subject to refund pending a 30-day review period.

NOTICES

[W] This tariff is issued in part to comply with orders issued by the Regulatory Commission of Alaska ("RCA"), In re Joint Application of Atlantic Richfield Co. and Phillips Petroleum Co., P-00-12(1) (July 26, 2000); In re Application for Transfer of Certificate, P-00-08(1) (June 20, 2000).

[W] For rules and regulations other than the TAPS Quality Bank Methodology tariff, see F.E.R.C. No. 41 (Amerada), F.E.R.C. No. 17 (BP), F.E.R.C. No. 6 (ExxonMobil), F.E.R.C. No. 35 (Phillips), F.E.R.C. No. 2 (Phillips Transportation), F.E.R.C. No. 189 (Unocal), F.E.R.C. No. 2 (Williams), supplements thereto and reissues thereof.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

ISSUED AUGUST 30, 2000

EFFECTIVE SEPTEMBER 1, 2000

ISSUED BY

[W]

Donald C. Lutken, Jr., President AMERADA HESS PIPELINE CORPORATION One Allen Center 500 Dallas Street, Level 2 Houston, Texas 77002

R. A. Rabinow, President EXXONMOBIL PIPELINE COMPANY P. O. Box 2220 Houston, Texas 77252-2220

- [W] Edward R Hendrickson, Vice President and
 Controller
 PHILLIPS TRANSPORTATION ALASKA, INC.
 700 G Street, ATO-920
 Anchorage, Alaska 99501
- [W] Tina R. Granger, Manager, Pipeline Tariffs
 WILLIAMS ALASKA PIPELINE COMPANY, L.L.C.
 1800 S. Baltimore Avenue
 Tulsa, Oklahoma 74119

Anne Drinkwater, President BP PIPELINES (ALASKA) INC. 900 East Benson Boulevard P. O. Box 190848 Anchorage, Alaska 99519-0848

E. W. Heaton, Vice President and Controller PHILLIPS ALASKA PIPELINE CORPORATION P.O. Box 1967 Houston, Texas 77251-1967

Christopher W. Keene, Vice President UNOCAL PIPELINE COMPANY 14141 Southwest Freeway Sugar Land, Texas 77478

> COMPILED BY John E. Kennedy 1001 Fannin Street Houston, TX 77002-6760 (713) 758-2550

TABLE OF CONTENTS

I.	GEN	ERAL PROVISIONS	4
	Α.	Quality Bank Administrator	4
	В.	Information Furnished to the State of Alaska	4
II.	QUA	LITY BANK MONETARY ADJUSTMENTS ATTRIBUTABLE TO	
	SHI	PMENTS DURING THE TRANSITION PERIOD	4
ш.	QUA	LITY BANK PROCEDURES	
	A.	Overview	
	B.	Quality Bank Streams at Pump Station No. 1 Quality Bank	
	C.	Quality Bank Streams at GVEA Quality Bank	
	D.	Quality Bank Streams at Petro Star Valdez Refinery Connection Quality Bank	
	E.	Methodology for Valdez Tanker Load Out Quality Bank	5
	F.	Methodology For Pump Station No. 1, GVEA Connection and PSVR	
		Connection	
	*	1. Assay Methodology - Sampling Procedure	6
		2. Assay Analysis Procedure	
		3. Assay Data	
	G.	Component Unit Value Procedure	. 7
	H.	Quality Bank Stream Component Calculation Procedure	. 8
	I.	Quality Bank Calculations Procedure	. 8
	J.	Unanticipated Implementation Issues	. 8
ATTA	ACHMEN	T 1 - Yield Data for Example Streams	
ATTA	ACHMEN	TT 2 - Component Unit Value Pricing Basis	
ATT	ACHMEN	TT 3 - Example Component Unit Values in \$/Bbl	
ATTA	ACHMEN	TT 4 - Example Stream Values in \$/Bbl	
ATT	A CURATEN	TT 5 - Onality Bank Calculation Example	

TAPS QUALITY BANK METHODOLOGY

I. GENERAL PROVISIONS

A. Quality Bank Administrator

The TAPS Quality Bank shall be administered by the Quality Bank Administrator, who shall be appointed by the TAPS Carriers, and by those designated by the Quality Bank Administrator to assist the Administrator (hereinafter collectively referred to as the "Quality Bank Administrator").

B. Information Furnished to the State of Alaska

The Quality Bank Administrator shall furnish to the State of Alaska ("State") each month copies of the invoices for Quality Bank adjustments and supporting data sent to each shipper. Such information is furnished to the State based upon the State's representation that it will hold such information in confidence and that such information will be used only by officers or agents of the State in the exercise of the officers' or agents' powers.

II. QUALITY BANK MONETARY ADJUSTMENTS ATTRIBUTABLE TO SHIPMENTS DURING THE TRANSITION PERIOD. This Section is cancelled.

III. QUALITY BANK PROCEDURES

A. Overview

A distillation-based methodology shall be implemented at all Trans Alaska Pipeline System ("TAPS") Quality Banks (other than the TAPS Valdez Marine Terminal Quality Bank).

This methodology for calculation of the TAPS Quality Bank debits and credits is based on valuations of petroleum components. This methodology shall apply to the specific petroleum (as defined in the tariffs) streams identified in Sections III.B, III.C. and III.D. and also shall be applied to any streams tendered to TAPS through a new connection. The Quality Bank value of each petroleum stream shall be the volume-weighted sum of the Quality Bank values of its components. The characteristics and volumes of components for each separate petroleum stream are based on assay information obtained using a defined set of testing procedures as set forth in Section III.F. Quality Bank credits and debits are determined by comparing the Quality Bank value of each petroleum stream to the appropriate calculated TAPS "reference" stream Quality Bank value.

B. Quality Bank Streams at Pump Station No. 1 Quality Bank

- 1. The TAPS Pump Station No. 1 Quality Bank assesses the following four streams: (1) PBU IPA; 1 (2) Lisburne; (3) Endicott Pipeline; and (4) Kuparuk Pipeline.
- 2. The Pump Station No. 1 Quality Bank reference stream is the blended common stream leaving Pump Station No. 1. The reference stream Quality Bank value is calculated using the volume weighted average of the four Quality Bank streams identified above plus any streams tendered to TAPS through a new Pump Station No. 1 connection.

C. Quality Bank Streams at GVEA Quality Bank

1. The GVEA Quality Bank streams are the combined [W] Williams and Petro Star refinery return stream delivered to TAPS by the GVEA Pipeline and the passing TAPS common stream at the GVEA offtake point, both of which are measured at the GVEA connection.

¹ PBU IPA is the abbreviation for the Prudhoe Bay Unit Initial Participating Areas.

2. The GVEA Quality Bank reference stream is the blended TAPS stream immediately downstream from the GVEA return stream connection. The reference stream Quality Bank value is calculated using the volume weighted average of the GVEA Quality Bank streams identified above.

D. Quality Bank Streams at Petro Star Valdez Refinery Connection Quality Bank

- 1. The TAPS Petro Star Valdez Refinery ("PSVR") Connection Quality Bank streams are the refinery return stream delivered to TAPS by Petro Star and the passing TAPS common stream at the PSVR offtake point.
- 2. The Petro Star Valdez Quality Bank reference stream is the blended TAPS stream immediately downstream from the Petro Star return stream connection. The reference stream Quality Bank value is calculated using the volume weighted average of the two PSVR Quality Bank streams identified above.

E. Methodology for Valdez Tanker Load Out Quality Bank

- 1. A gravity-based Quality Bank methodology shall be used to determine the TAPS Quality Bank adjustments for volumes loaded out of the TAPS Marine Terminal at Valdez, Alaska.
- 2. The daily average six month gravity differentials posted for November 1 April 30 and May 1 October 31 for California and West Texas Sour crude oils, applicable to the range(s) of gravity which includes the average API gravity of the TAPS commingled stream at Valdez (sometimes referred to as "ANS"), shall be determined. The postings of the following companies shall be used for West Texas Sour crude oils: Amoco Production Company, Chevron Products Company, [W] Exxon Mobil Corporation, and [W] Equiva Trading Company. The postings of the following companies shall be used for California crude oils: [W] Equiva Trading Company, [W] Exxon Mobil Oil Corporation, Union 76 (Tosco Refining Company) and Chevron Products Company. In the event that any of the aforementioned companies is merged or acquired by other companies, sells assets or reorganizes, the postings of any successor companies shall be utilized. As long as at least two companies' gravity differentials are posted in each region (West Texas and California), the postings shall be averaged to determine the gravity differentials for that region.
- 3. The aforementioned six month average gravity differentials for the specified companies in each region shall be used to derive a simple average West Texas Sour differential and a simple average California differential.
- 4. The average West Texas Sour differential and the average California differential shall then be weighted by the percentage of ANS which is distributed east of the Rockies (including Puerto Rico and the Virgin Islands) and to the West Coast (including Hawaii), respectively, which percentages shall be determined by averaging for the most recent six-month period for which data are available the percentage distributed to each region as reported by the Maritime Administration of the United States Department of Transportation (or any successor government agency). Volumes exported from the United States shall be excluded from the calculation of the percentages distributed to each region.
- 5. In the event that ANS is transported by pipeline from the West Coast to destinations east of the Rockies, the weighting of the average differentials shall be adjusted to reflect the percentage of ANS actually distributed to such regions both by vessel and pipeline. If such data regarding the destination of ANS transported by pipeline are not publicly available from the Maritime Administration, or any other government agency, the Quality Bank Administrator shall determine the percentage of ANS distributed to such regions, provided, however, that any shipper may protest such determination by filing a complaint with the Quality Bank Administrator and thereafter filing an appropriate pleading with the FERC and [W] RCA if the complaint is not otherwise resolved.
- 6. The quality adjustment shall be reviewed each November and May, and shall be adjusted to the nearest hundredth of a cent per one-tenth degree API gravity per barrel whenever the amount of any change in the quality adjustment derived above is at least five (5) percent greater or five (5) percent less than the adjustment then in effect. The effective dates of any such adjustments shall be the following January 1 and July 1 respectively.

7. The quality differential in effect shall be applied to the difference in gravity (in API degrees @ 60° Fahrenheit) between the weighted average gravity of the petroleum delivered out of the Terminal during a calendar month and the weighted average gravity of petroleum received out of the Terminal by an individual shipper during such month.

F. Methodology For Pump Station No. 1, GVEA Connection and PSVR Connection

1. Assay Methodology - Sampling Procedure

Except as specified below, and except for the reference streams, each of the Quality Bank streams listed above (for Pump Station No. 1, GVEA, and PSVR Quality Banks) will be sampled by the Quality Bank Administrator using continuous monthly composite samplers on a flow rate dependent basis, and assays of these continuously collected samples shall be performed monthly by the Quality Bank Administrator.

2. Assay Analysis Procedure

- a. Except as specified in paragraph b. below, the assays will include a true boiling point ("TBP") distillation and, as applicable, gas chromatograph analysis of each Quality Bank stream. Specifically, the TBP procedure will employ ASTM 2892 up to 650°F and ASTM 5236 for the 650 to 1050+°F range for the petroleum samples. The light ends (175°F minus) from the petroleum streams will be subject to a gas chromatograph analysis to determine the volumes of the propane ("C3"), Iso-butane ("iC4"), and normal butane ("nC4"), with the light straight run ("LSR") (sometimes referred to as natural gasoline) volume determined by difference between the total of the three components and the measured 175°F minus volume.
 - b. The specific gravities of C3, iC4, nC4 will be derived from GPA Standard 2145.

3. Assay Data

a. The following volume and quality data will be determined for each stream.

	TBP Boiling		Specific
Component	Range °F	% Vol	<u>Gravity</u>
Propane (C3)		X	x
I-Butane (iC4)		X	X
N-Butane (nC4)		X	X
LSR	C5-175	X	X
Naphtha	175-350	X	X
Light Distillate	350-450	X	X
Heavy Distillate	450-650	X	X
Gas Oil	650-1050	X	X
Resid	1050+	X	X
Full Petroleum Stream			X

- b. The total volume must add to 100% and the total component weighted mass must be checked against the mass of the full petroleum stream. These weight balances must be the same within calculation and assay precision. If the assay fails this threshold test of validity, a second assay shall be performed on the sample. An example of assay data required is presented in Attachment 1. These data are the basis for all calculations in this Quality Bank methodology. The Quality Bank operates on a calendar month basis, with the continuous samples retrieved for analysis on the last day of each month.
- c. The Quality Bank Administrator shall investigate the validity of a sample if each of the following two tests is met.
- (i) If one or more of an individual stream's reported component percentages for a month varies by more than the ranges indicated in the following table as compared to the prior month's assay.

Variation in % of Stream Relative to Prior Month

Component

Propane	<u>+</u> 0.1
I-Butane	<u>+</u> 0.1
N-Butane	<u>+</u> 0.25
LSR	<u>+</u> 0.5
Naphtha	<u>+</u> 1.0
Light Distillate	± 1.0
Heavy Distillate	± 1.0
Gas Oil	<u>+</u> 1.5
Resid	+ 1.0

As an example, if a petroleum stream's heavy distillate volume percent is 23% for the prior month, a heavy distillate volume percent less than 22% or greater than 24% (exceeding the \pm 1% range) shall cause the Quality Bank Administrator to check the second test.

(ii) The second test is whether the volume change in the specific component has resulted in a significant change in the stream's relative value when compared to the prior month's relative value using the prior month's prices. If the change results in a price movement of more than ±15¢ per barrel, then the sample's validity must be investigated.

(iii) The Quality Bank Administrator shall ascertain from the tendering shipper(s) possible causes for the change in the stream's assay. The Quality Bank Administrator may have a second assay performed for the sample in question. The Quality Bank Administrator may decide that the first assay is valid, that the second assay is valid, or that the sample is invalid.

(iv) Should the Quality Bank Administrator determine that a sample is invalid, the last assay results accepted and used in the Quality Bank for the stream will be used instead of the invalid sample in the Quality Bank calculation.

G. Component Unit Value Procedure

- 1. Component unit values for the U.S. Gulf Coast and U.S. West Coast will be weighted by the percentage of ANS which is distributed east of the Rockies (including Puerto Rico and the Virgin Islands) and to the West Coast (including Hawaii), respectively. The placement data as reported by the Maritime Administration of the United States Department of Transportation (or any successor government agency), will be updated twice a year (in November and May) based on the most recently available six month history of ANS placements. The effective dates of such updated weighting shall be the following January 1 and July 1 respectively. Volumes exported from the United States shall be excluded from the calculation of the percentages distributed to each region.
- 2. In the event that ANS is transported by pipeline from the West Coast to destinations east of the Rockies, the price weighting shall be adjusted to reflect the percentage of ANS actually distributed to each region both by vessel and pipeline. If such data regarding the destination of ANS transported by pipeline are not publicly available from the Maritime Administration, or any other government agency, the Quality Bank Administrator shall determine the percentage of ANS distributed to such regions.
- 3. The product prices used to calculate component unit values are taken from the Platt's Oilgram Price Report ("Platt's") and the Oil Pricing Information Service ("OPIS") as set forth in Attachment 2. Prices will be collected for each day markets are open and published prices are available (each "quote day"). The calculated monthly average price will be the average of each quote day mid-point price for the month. These resulting monthly average prices (adjusted as shown in Attachment 2) are used to calculate component unit values each month.

- 4. [W] In January of each year the adjustments to the prices for Light Distillate, Heavy Distillate, and Resid shall be revised in accordance with changes in the Nelson-Farrar Index (Operating Indexes Refinery) published in the Oil & Gas Journal, by multiplying the adjustments in effect for the previous year by the ratio of (a) the average of the monthly indexes that are then available for the most recent 12 consecutive months to (b) the average of the monthly indexes for the previous (i.e., one year earlier) 12 consecutive months.
- 5. a. In the event that one of the product prices listed in Attachment 2 is no longer quoted in one of the two markets (West Coast or Gulf Coast), the price quoted for the product in the remaining market shall be used to value the entire component.
- b. If both of the product prices listed in Attachment 2 for a component are no longer quoted or if the specifications or other basis for the remaining quotation(s) is radically altered, the Quality Bank Administrator shall notify the FERC, the [W] RCA and all shippers of this fact and propose an appropriate replacement product price, with explanation and justification. Comments may be filed with the FERC and [W] RCA within thirty days of the filing by the Quality Bank Administrator. If the FERC and [W] RCA take no action within sixty days of the filing, the replacement product price proposed by the Quality Bank Administrator will become effective as of the sixtieth day. [W] For the period between the time that quotation of a product price is discontinued or the specifications or other basis for a quotation is radically altered and the time that the Commissions approve the use of a replacement product price, the Quality Bank Administrator shall use as the unit value of the component in question the unit value for the last month for which a product price was available for such component.
- 6. For any particular month of Quality Bank calculations, the pricing data for the month of shipment will be used (i.e., the prices are current with the volumes and assay data).

H. Quality Bank Stream Component Calculation Procedure

After all volume, quality, and pricing data are collected, the Quality Bank Administrator will establish quality differentials for each stream identified in Sections III.B., III.C., and III.D.

L Quality Bank Calculations Procedure

The assay data and calculation procedures required by this Methodology are summarized in the Attachments. The Attachments are for reference purposes only and are not intended to predict the impact of this procedure on any specific petroleum stream or any specific company. In the event of a conflict between the provisions of this Methodology as set forth above and the Attachments, the provisions of this Methodology shall control.

ATTACHMENT 1: Yield Data for Example Streams

ATTACHMENT 2: Component Unit Value Pricing Basis

ATTACHMENT 3: Example Component Unit Values in \$/Bbl

ATTACHMENT 4: Example Stream Values in \$/Bbl

ATTACHMENT 5: Quality Bank Calculation Example

J. Unanticipated Implementation Issues

This Methodology is intended to contain a comprehensive treatment of the subject matter. However, unanticipated issues concerning implementation of this Methodology may arise. If so, the Quality Bank Administrator is authorized to resolve such issues in accordance with the best understanding of the intent of the FERC and [W] RCA that the Quality Bank Administrator can derive from their orders regarding the Quality Bank methodology. The Quality Bank Administrator's resolution of any such issue shall be final unless and until changed prospectively by orders of the FERC and [W] RCA.

ATTACHMENT 1 YIELD DATA FOR EXAMPLE STREAMS

	DEFINITION			
COMPONENT	BOILING RANGE (OF)	STREAM A	STREAM B	STREAM C
PROPANE (C ₃)		0.15	0.00	0.10
ISOBUTANE (iC ₄)		0.10	0.02	0.40
NORMAL BUTANE (nC ₄)		0.50	0.10	2.00
LSR	C5-175	4.50	3.50	6.00
NAPHTHA	175-350	13.50	11.00	5.50
LIGHT DISTILLATE	350-450	9.00	9.00	2.00
HEAVY DISTILLATE	450-650	21.00	22.00	16.00
GAS OIL	650-1050	31.25	30.38	41.00
RESID	1050+	20.00	24.00	27.00
TOTAL		100.00	100.00	100.00
EXAMPLE VOLUME, Thousa	nd Barrels per Month	34,000	9,000	2,500

ATTACHMENT 2

COMPONENT UNIT VALUE PRICING BASIS

PROPANE (C_3)

United States Gulf Coast	United States West Coast
Platt's Mt. Belvieu, TX spot quote for Propane.	OPIS's (weekly) Los Angeles delivered spot quote for Propane.

ISOBUTANE (iC₄)

United States Gulf Coast	United States West Coast
Platt's Mt. Belvieu, TX spot quote for Isobutane.	OPIS's (weekly) Los Angeles delivered spot quote for Isobutane.

NORMAL BUTANE (nC₄)

United States Gulf Coast	United States West Coast
Platt's Mt. Belvieu, TX spot quote for Normal Butane.	OPIS's (weekly) Los Angeles delivered spot quote for Normal Butane.

LIGHT STRAIGHT RUN (C₅ - 175°F)

United States Gulf Coast	United States West Coast
Platt's Mt. Belvieu, TX spot quote for Natural Non-Dynegy.	OPIS's (weekly) Bakersfield delivered spot quote for Natural Gasoline.

NAPHTHA (175° - 350°F)

United States Gulf Coast	United States West Coast
Platt's U.S. Gulf Coast spot quote for Waterborne Naphtha.	Platt's U.S. Gulf Coast spot quote for Waterborne Naphtha.

LIGHT DISTILLATE (350° - 450°F)

United States Gulf Coast	United States West Coast
Platt's U.S. Gulf Coast spot quote for Waterborne Jet Kerosene 54 less 0.4906 cents per gallon.	Platt's U.S. West Coast spot quote for Waterborne Jet Fuel less 0.4906 cents per gallon.

HEAVY DISTILLATE (450° - 650°F)

United States Gulf Coast	United States West Coast
Platt's U.S. Gulf Coast spot quote for Waterborne No. 2 less 1.9620 cents per gallon.	[W] Platt's U.S. West Coast spot quote for Waterborne Gasoil for October, 1999 less 0.9973 cents per gallon. See note below.

GAS OIL (650° - 1050°F)

United States Gulf Coast	United States West Coast
OPIS's U.S. Gulf Coast spot quote for barge High Sulfur VGO.	OPIS's U.S. Gulf Coast spot quote for barge High Sulfur VGO.

RESID (1050°F and Over)

United States Gulf Coast	United States West Coast
Platt's U.S. Gulf Coast spot quote for Waterborne No. 6 Fuel Oil 3.0% Sulfur less 4.4145 cents per gallon.	Platt's U.S. West Coast spot quote for Pipeline 380 cst at Los Angeles converted to \$/Bbl using 6.37 Bbl/MT less 4.4145 cents per gallon.

Explanation of symbols:

[N] New

[W] Change in wording only

[N] Note -- The West Coast Heavy Distillate unit value is effective November 1, 1999 pursuant to the FERC and RCA orders referenced on the cover.

135385_1.DOC

ATTACHMENT 3 EXAMPLE COMPONENT UNIT VALUES IN S/BbI

	WEST COAST	GULF COAST	WEIGHTED AVERAGE
COMPONENT NAME	(S/Bbl)	(\$/Bbl)	(S/Bbl)
Propane (C ₃)	19.7925	15.0442	19.68
Isobutane (iC ₄)	24.1238	18.4333	23.99
Normal Butane (nC ₄)	18.1125	18.4800	18.12
LSR (C ₅ - 175°F)	18.5850	19.5854	18.61
Naphtha (175°F - 350°F)	21.3383	21.3383	21.34
Light Distillate(350°F - 450°F)	25.9817	22.9396	25.91
Heavy Distillate(450°F - 650°F)	23.0000	22.1112	22.98
Gas Oil (650°F - 1050°F)	20.8133	21.8133	20.84
Resid (1050°F and over)	14.6349	15.0000	14.64
WEIGHTING FACTOR	97.71	2.29	

ATTACHMENT 4 EXAMPLE STREAM VALUES IN \$/Bbi

COMPONENT NAME	STREAM A	STREAM B	STREAM C
Propane (C3)	0.029520	0.000000	0.019680
Isobutane (iC4)	0.023990	0.004798	0.095960
Normal Butane (nC4)	0.090600	0.018120	0.362400
LSR (C5 - 175°F)	0.837450	0.651350	1.116600
Naphtha (175°F - 350°F)	2.880900	2.347400	1.173700
Light Distillate(350°F - 450°F)	2.331900	2.331900	0.518200
Heavy Distillate(450°F - 650°F)	4.825800	5.055600	3.676800
Gas Oil (650°F - 1050°F)	6.512500	6.331192	8.544400
Resid (1050°F and over)	2.928000	3.513600	3.952800
TOTAL	20.460660	20.253960	19.460540

ATTACHMENT 5 QUALITY BANK CALCULATION EXAMPLE

QUALITY BANK REFERENCE STREAM VALUE CALCULATION

_	VOLUME (MBPM)	VALUE (\$/Bbl)	TOTAL VALUE M\$/Month	
STREAM A	34,000	20.460660	\$	695.66
STREAM B	9,000	20.253960	\$	182.29
STREAM C	2,500	19.460540		48.65
TOTAL: (REFERENCE STI	45,500 REAM)	20.364823 (1)	\$	926.60
`	al value divided by to	otal volume.		

QUALITY BANK PAYMENT/RECEIPT CALCULATIONS

	DIFFERENTIAL (2)	(MBPM)	PAYMENT OR RECEIPT (M\$/Month) (3)				
STREAM A	0.095837	34,000	\$	3,258.47			
STREAM B	(0.110863)	9,000	\$	(997.76)			
STREAM C	(0.904283)	2,500	\$	(2,260.71)			
(2) Stream value minus reference value.							
(3)	Differential times volume	•					

Compliance

Applicant's Compliance Summary Statement

TABLE OF CONTENTS

		Page
I.	Introduction	1
II.	Alyeska's Corporate Policy	1
III.	•	2
	a. Alyeska Integrity Management System	2
	b. Quality Assurance Program	2
	c. Corporate Safety Program	3
	d. Environmental Management System	3
	e. Operations and Maintenance Programs	4
	f. Alyeska Regulatory Compliance System	4
	g. Internal Audit Program	4
	h. Training Program	5
	i. Employee Concerns Program	5
IV.	Alyeska's Knowledgeable Personnel	5
V.	Government Oversight	6
	a. Joint Pipeline Office (JPO)	6
	b. U.S. Department of Transportation/Office of	7
	Pipeline Safety (DOT-OPS)	
	c. Alaska Department of Environmental Conservation (ADEC)	7
	d. U.S. Environmental Protection Agency (EPA)	7
	 e. Alaska Department of Fish and Game) / U.S. Fish and Wildlife (USF&W) 	8
	f. Alaska Department of Labor, Occupational Safety & Health	8
	g. Alaska Division of Governmental Coordination	8
	h. Alaska Department of Public Safety, Fire Marshall	8
	i. U.S. Coast Guard	9
	j. U.S. Army Corps of Engineers	9
VI.	Conclusion	9

Applicant's Compliance Summary Statement

I. Introduction

The Trans-Alaska Pipeline System (TAPS) is owned by six companies who have selected Alyeska Pipeline Service Company (Alyeska) as their common agent for the operation and maintenance of TAPS. Alyeska maintains compliance with the Federal Grant and State Lease requirements and with applicable laws and regulations through the institution of corporate policy, the application of systems and processes, and the employment and training of knowledgeable personnel. Separate and apart from Alyeska's compliance systems, there are numerous state and federal regulatory agencies that work to provide public assurance of compliance with TAPS requirements.

II. Alyeska's Corporate Policy

Alyeska has implemented Corporate Policies that set standards for the actions of employees and contractors working on TAPS. Several of these policies are quoted below.

- Corporate Compliance Policy: "Alyeska Pipeline Service Company employees and its contractors will comply with all applicable laws and regulations, State and Federal Right-of-Way agreements, permits, other binding agency agreements or authorizations and with all our Policies."
- Corporate Environment Policy: "Alyeska Pipeline Service Company employees and its contractors will conduct business in a manner to protect and preserve the spectacular scenic beauty and sensitive ecosystems in which the Trans Alaska Pipeline System operates."
- Corporate Safety and Loss Prevention Policy: "Alyeska Pipeline Service Company will conduct its business in accordance with the highest transportation and petroleum industry safety standards."
- Corporate Employee Code of Conduct Policy: "Alyeska Pipeline Service Company employees and its contractors will conduct business operations in a manner that conforms to the highest ethical, moral and legal principles."

III. Alyeska's Compliance Systems and Processes

Alyeska has a comprehensive collection of systems and processes that provide the framework for the compliance system. A fundamental premise of the program is the expectation and commitment to continuously improve these activities. The primary systems and components include: (a) the Alyeska Integrity Management System (AIMS), (b) the Quality Assurance Program (QA-36), (c) the Corporate Safety Program, (d) the Environmental Management System, (e) the Operations and Maintenance Programs, (f) the Alyeska Regulatory Compliance System (ARCS), (g) the Internal Audit Program, (h) the Training Program, and (i) the Employee Concerns Program.

- (a) Alyeska Integrity Management System (AIMS). AIMS is a program used to document and communicate management's expectations for good business practices to be found in Alyeska's systems and processes. It is a tool for assessing the performance of management systems and integrating continuous improvement into those systems. There are several elements in AIMS, one of which is the Compliance Element. This element states: "Full compliance with all applicable regulatory, legal, and company requirements is a commitment of Alyeska Pipeline Service Company. Consequently, changes in laws and regulations must be reflected in facilities and operating practices to ensure ongoing compliance." Regular assessments of the status and effectiveness of systems are an integral part of AIMS.
- (b) Quality Assurance Program (QA-36). Alyeska's Quality Assurance Program is for the purpose of preventing, detecting and abating actual or potential conditions adverse to quality. The Alyeska Quality Assurance Program is defined in the Quality Program Manual (QA-36) and attendant implementing procedures. Integral to this program, however, are other Alyeska programs, such as the environment and safety programs and the operations and maintenance-related programs discussed below. The Quality Assurance Program provides the management controls to implement corporate policy, including maintaining the safety and integrity of TAPS as specified in the Right-of-Way Grant and Lease agreements. The Quality Program includes regular assessment and surveillance activities, and tools such as the corrective action report (CARs) and non-conformance report (NCRs) which identify and track quality-related issues to appropriate resolution.

- (c) <u>Corporate Safety Program</u>. Alyeska's Corporate Safety Program ensures Alyeska complies with federal, state and corporate requirements for fire, safety, industrial hygiene and health. The Corporate Safety Program utilizes a core manual referred to as SA-38 and knowledgeable personnel in numerous fields along with internal reviews, surveillances and inspections. The safety program at Alyeska is assessed using standard industry measures and safety inspections. In addition, accident and incident investigations are conducted as needed.
- Environmental Management System. Alyeska's Environmental (d) Management System is defined in the Alyeska Annual Environmental Management Plan (Annual Business Plan) and the Environmental Management System Compliance Manual (EMS Compliance Manual). The Annual Business Plan is designed to provide for the allocation of personnel and resources to support the APSC Environmental Teams for that year. It includes the general responsibilities of the Environment Team, Alyeska's Environmental Policy and Values and the Strategic, Program and Financial Plans for the current year. The EMS Compliance Manual is a detailed compilation, by program such as air, water, waste and wildlife, of the environmental regulatory requirements applicable to TAPS, an identification of the work required to maintain compliance, and a road-map for the procedures or controls. It is also updated on an annual basis. The Alyeska Environmental Manual (EN-43) provides the details on how to meet state and federal requirements and includes the environmental safe operating procedures to ensure compliance with applicable federal and state requirements, including environmental permits and agency authorizations, and the Grant and Lease.

The Environment Team conducts environmental surveillance activities to support and facilitate the systematic evaluation of compliance with environmental requirements for the operation and maintenance of TAPS. The surveillance activities are performed to provide an accurate and timely assessment of compliance with environmental requirements, as well as the effectiveness of procedures to address the requirements. Environmental surveillances look both at controls (procedures, manuals, training, and systems) as well as point-in-time compliance (verification). Review of environmental performance also includes the performance of the contractors that work on TAPS for Alyeska.

These programs ensure Alyeska complies with applicable environmental stipulations and requirements and minimize environmental issues that could adversely affect health and safety; air and water quality; fish, wildlife and their habitats; and cultural resources.

(e) Operations and Maintenance Programs. There are several programs that provide the framework for the safe operation and maintenance of TAPS. Integral to these programs is the employment of qualified and knowledgeable personnel and the utilization of manuals that contain standards and procedures. The key manuals include: operations manuals for the mainline pipe and the fuel gas line (OM-1 and FG-78); the TAPS Controller Operating Manual (DO-14); the maintenance and repair manual for the right-of-way and the pipeline (MR-48); the Surveillance Manual for the mainline pipe and fuel gas line (MS-31); the System Integrity Monitoring Program Procedures (MP-166); the Maintenance System Manual (MP-167); the Design Basis Manual (DB-180); the TAPS Engineering Manual (PM 2001); the Pipeline Operating Procedures (PL-123); the Pipeline Oil Discharge Prevention and Contingency Plan (CP-35); and the Emergency Contingency Action Plan (EC-71).

A new manual, the Grant and Lease Manual (GL-2), is currently under development. This manual will provide a centralized location for requirements in the Grant and Lease and corresponding implementing processes and procedures.

- (f) Alyeska Regulatory Compliance System (ARCS). ARCS is an internal intranet-based system designed to assist management and employees by providing a centralized listing of regulatory requirements applicable to the safe operation, maintenance, and modification of TAPS. It also lists the in-house regulatory specialists (approximately 42) and the implementing methods of compliance, such as the manuals, procedures, and training courses. ARCS is updated, as needed, based on information provided by in-house regulatory specialists.
- (g) <u>Internal Audit Program</u>. The TAPS Internal Audit Program provides an objective assessment of TAPS business practices. Alyeska management is charged with ensuring that effective systems of sound financial, operational and management control of the organization are formulated and maintained. Internal Audit is a key part of the control environment as it works to evaluate systems, make recommendations and report on the adequacy and effectiveness of the system of internal control in place for all business activities of the Company.

An up-to-date register of audit opportunities, known as the audit registry, is maintained. Identifiable business activities are included in the register and are assigned an audit cycle of typically 2 to 4 years. Each year an audit plan is prepared, based on the registry and current concerns. The scope and frequency of each audit is determined by the exposure each area represents to TAPS.

The Audit group also serves as a point of contact for audits conducted by the TAPS Owners, public accountants and audits conducted by external agencies, such as the Bureau of Land Management.

- (h) <u>Training Program.</u> Alyeska's training program is implemented through the use of computerized databases and knowledgeable training staff. The databases identify and track training requirements and certifications. There are four main categories of training: Regulatory-required, company-directed, technical and developmental. Each year there are approximately 100,000 hours of training provided for Alyeska employees and contractors. Each employee's annual performance is evaluated in part on the completion of the regulatory-required training.
- (i) Employee Concerns Program (ECP). ECP is a program designed to give employees and contractors an opportunity to anonymously report safety, compliance and integrity concerns. ECP's duty is to evaluate and investigate the concerns or issues raised. Alyeska encourages and expects all employees to report compliance and safety issues or concerns. Alyeska has created various avenues for this reporting to occur. Alyeska's preference is for employees to raise concerns directly with their supervisors. If for whatever reason the employee is not comfortable doing so they may raise their concerns with other supervisors or managers, executive management, the ECP, or the Joint Pipeline Office.

IV. Alyeska's Knowledgeable Personnel

Alyeska employs personnel with knowledge or expertise in fields relevant to the operation and maintenance of TAPS. For example, there are individuals with knowledge in environmental subject matters areas such as air, water, and waste handling. There are also individuals with knowledge in technical subject matter areas such as valves, pipeline hydraulics and corrosion detection and prevention. These individuals maintain the necessary training and are in regular contact with agency staff and peers in the industry to ensure they are aware of the latest research, technologies or regulations in their field of expertise.

In addition, there are regulatory specialists who are subject matter experts on specific regulations, stipulations, or regulatory requirements Alyeska has committed to follow. A current list of these regulatory specialists is maintained in the Alyeska Regulatory Compliance System database (ARCS). A regulatory specialist is obligated to be the "one voice" or knowledgeable source on his or her assigned regulatory subject matter. As needed, regulatory specialists will call on internal and external sources for assistance when interpreting and applying regulatory requirements.

V. Government Oversight

There are some twenty state and federal regulatory agencies that monitor TAPS on behalf of the public. This results in TAPS being one of the most regulated pipelines in the United States. These agencies monitor ongoing operations, projects and other activities to ensure that pipeline integrity, environmental protection and public safety are achieved and maintained on TAPS.

(a) <u>Joint Pipeline Office</u>. The Joint Pipeline Office (JPO) was created to co-locate and facilitate coordination amongst the various federal and state agencies that regulate TAPS on a day-to-day basis. The lead coordinating agencies in that office are the Alaska Department of Natural Resources (DNR) for the state government and the Bureau of Land Management (BLM) within the Department of Interior for the federal government. The DNR and BLM have system-wide environmental, safety and system integrity compliance accountability to administer the State Lease and Federal Grant. They are also the lead agencies for TAPS Right-of-Way renewal. The DNR and BLM each issues the applicable land related permits and authorizations to Alyeska, as appropriate, for TAPS construction, operations and maintenance activities.

JPO instituted a program known as the Comprehensive Monitoring Program (CMP) as part of its compliance monitoring activities. It provides systematic monitoring of TAPS compliance through the use of periodic and focused surveillances, assessments and formal reports. Part of the CMP process involves the use of field-based JPO staff that on a day-to-day basis review and verify TAPS compliance with state and federal requirements. Some of the other agencies participating in the JPO or separately conducting TAPS oversight are mentioned below.

- (b) <u>U.S. Department of Transportation Office of Pipeline Safety (DOT-OPS).</u> DOT-OPS monitors compliance with pipeline safety regulations (both for the mainline and fuel gas line) through the assignment of dedicated personnel. DOT-OPS personnel conduct frequent inspections and system reviews as part of their daily oversight activities. DOT-OPS coordinates closely with JPO agencies on systems integrity and safety issues. DOT-OPS also performs a comprehensive annual inspection as required by the regulations. DOT-OPS and Alyeska staffs maintain open and regular dialogue on compliance issues and the applicability of new or existing regulations. DOT-OPS receives and responds, as appropriate, to accident or safety-related condition reports submitted by Alyeska. The pipeline safety regulations require the operator to develop, maintain and update comprehensive manuals annually covering operations, maintenance, and abnormal and emergency conditions.
- (c) Alaska Department of Environmental Conservation (ADEC). ADEC evaluates TAPS compliance through several program components. There are regular inspections of TAPS facilities for ADEC program requirements, such as for ADEC's air, water, and waste programs. ADEC also conducts periodic reviews of the state required oil spill contingency plans for TAPS. ADEC receives and reviews TAPS discharge, emissions and other monitoring reports (monthly or quarterly depending upon the permit). In addition, ADEC evaluates and monitors TAPS compliance as part of its permit acquisition and renewal process, and through the assignment of staff, both within and outside of JPO, dedicated to TAPS compliance. ADEC and Alyeska staffs maintain open and regular dialogue on compliance issues, participate in applicable rulemaking processes, and implementation of new or existing regulations that may become applicable to TAPS.
- (d) <u>U.S. Environmental Protection Agency (EPA)</u>. EPA evaluates TAPS compliance through several program components. There are inspections of facilities for EPA's program requirements such as the NPDES, CAA, RCRA, and TSCA programs. EPA receives and reviews TAPS discharge, emissions and other monitoring reports (monthly, quarterly, semiannually or annually depending upon the permit or regulation). In addition, EPA evaluates and monitors TAPS compliance as part of its permit acquisition and permit renewal processes. EPA and Alyeska staffs maintain open and regular dialogue on compliance issues, participate in applicable rule-making processes, and implementation of new or existing regulations applicable to TAPS. EPA receives and reviews potential deficiencies reported by Alyeska consistent with EPA's policy

regarding self-disclosure. EPA stations a senior environmental specialist with the JPO to help coordinate and provide expertise in oil spill contingency plan review. EPA is also the Federal On-Scene Coordinator of spills along the TAPS mainline.

- (e) Alaska Department of Fish and Game (ADF&G) / U.S. Fish and Wildlife (USF&W). ADF&G and USF&W work closely together through interagency reviews and permit pre-application meetings to provide oversight to avoid or minimize TAPS impacts to fish and wildlife, and their habitat. Impact mitigation is provided through permits and routine reviews with Alyeska. In some instances, environmental protection is achieved through special conditions administered under the provisions of the ROW Grant and Lease agreements. ADF&G has additional oversight and involvement through the assignment of one of its staff to the Joint Pipeline Office. Both agencies also actively participate in the review and implementation of the oil spill plans for the pipeline and marine terminal.
- (f) Alaska Department of Labor (ADOL), Occupational Safety and Health (AKOSH). The Occupational Safety and Health Section protects Alaska workers from industrial accidents and job-related illness through the enforcement of state and federal standards (on behalf of US-DOL), and by training employers and employees to follow safe and healthful work practices. ADOL assigns staff to JPO for enforcement of the National Electric Code and AKOSH compliance and to monitor worker and public safety. ADOL further provides safety expertise to JPO to help administer safety stipulations of the State Lease and Federal Grant. In this capacity, ADOL/JPO staff conduct frequent safety and electrical inspections as well as investigating related incidents, accidents and events.
- (g) <u>Alaska Division of Governmental Coordination (ADGC).</u> ADGC is located in the Office of the Governor and is the lead agency for coordinating the Alaska Coastal Management Program as it relates to TAPS.
- (h) <u>Alaska Department of Public Safety, Fire Marshal.</u> The Fire Marshal concentrates its TAPS oversight efforts on fire and life safety inspections. The Fire Marshal provides staff to the JPO to enforce regulatory requirements and to provide expertise to assist JPO in monitoring fire-related stipulations of the State Lease and Federal Grant.

- (i) <u>U.S. Coast Guard.</u> The U.S. Coast Guard's mission as it pertains to TAPS is to eliminate environmental damage and obstructions to navigable waters of the United States both inland and on the coast. They also monitor the Tanker Vapor Control System, tanker docking /loading, berth work activities and Prince William Sound tanker traffic.
- (j) <u>U. S. Army Corps of Engineers.</u> The U.S. Army Corps of Engineers implements the Clean Water Act requirements governing the placement of dredge and fill materials into waters of the United States. In addition they implement the Rivers and Harbors Act, which governs activities that affect navigation in navigable waters of the United States.

VI. Conclusion

TAPS compliance with the Federal Grant and State Lease requirements and with laws and regulations is maintained through the institution of corporate policy, the application of systems and processes, and the employment and training of knowledgeable personnel. In addition, TAPS policies, systems and processes are regularly evaluated to enhance ongoing compliance. State and federal agencies, on behalf of the public, provide independent day to day oversight and additional assurance of TAPS compliance.

Internal and external independent review of TAPS systems and processes have demonstrated that they have been effective in maintaining compliance with State Lease and Federal Grant requirements. When compliance issues are discovered, TAPS Owners seek to ensure they are properly addressed and resolved. Therefore, TAPS meets the compliance requirement for renewal of the State Lease and Federal Grant of Right-of-Way.

Applicant's State Tax Statement

Applicant is current in all tax filings required under the laws of the State of Alaska, pertaining to Applicant's interest in the "Pipeline," as that term is defined in the Right-of-Way Lease for the Trans-Alaska Pipeline between the State of Alaska and Amerada Hess Corporation, et al., dated May 3, 1974. Such tax filings reside in the records of the relevant taxing authorities.

Federal ROW Renewal Application Submittal

BP Pipelines (Alaska) Inc. P. O. Box 190848 Anchorage, Alaska 99519 (907) 564-5757

APR 3 0 2001

Mr. Francis Cherry, Jr. Alaska State Director Bureau of Land Management 222 W. 7th Ave., #13 Anchorage, Alaska 99504

Mr. Jerry Brossia Authorized Officer Bureau of Land Management 411 West 4th Ave., Suite 2 Anchorage, AK 99501

Re: Renewal Of TAPS Right-of-Way And Associated Rights

BP Pipelines (Alaska) Inc. ("BP Pipelines") respectfully seeks renewal of its undivided interest in the January 23, 1974 Agreement and Grant of Right-of-Way for Trans-Alaska Pipeline ("Federal Grant") and other rights associated with the Federal Grant ("Associated Rights"). To that end, this letter is followed by a SUPPLEMENTAL APPLICATION and accompanies a MASTER APPLICATION and related materials.

As you know, BP Pipelines and the other TAPS Owners have established a Right-of-Way Renewal Team to work with the Federal Government, the State of Alaska, and stakeholders in renewing the TAPS Owners' rights. W. Steven Jones, Project Manager of the TAPS Right-of-Way Renewal Team, will serve as our contact on matters relating to this application to renew the Federal Grant and Associated Rights. Please direct all correspondence and notifications to W. Steven Jones.

Regards,

BP Pipelines (Alaska) Inc.

STANDARD FORM 299 (1/99) Prescribed by DOI(USDA/DOT P.L. 96-487 and Federal Register Notice 5-22-95

SUPPLEMENTAL APPLICATION FOR TRANSPORTATION AND UTILITY SYSTEMS AND FACILITIES ON FEDERAL LANDS

FORM APPROVED OMB NO. 1004-0060 Expires: December 31, 2001

ON FEDERAL LANDS TO THE MASTER APPLICATION FOR AGENCY USE ONLY Application Number NOTE: Before completing and filing the application, the applicant should completely review this package and schedule a preapplication meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with Date filed the help of the agency representative, the application can be completed at the preapplication meeting. 3. TELEPHONE (area code) 1. Name and address of applicant (include zip code) 2. Name, title, and address of authorized agent if different from Item 1 (include zip code) BP Pipelines (Alaska) Inc. Applicant 900 E. Benson Blvd., MB 11-5 (907) 564-5757 Anchorage, AK 99508 Authorized Agent 4. As applicant are you? (check one) 5. Specify what application is for: (check one) ■ Individual a. Wew authorization b. ✓ Corporation* Renewing existing authorization No. See additional response on page 6. Amend existing authorization No. Partnership/Association* c. d. Assign existing authorization No. State Government/State Agency đ. e. Existing use for which no authorization has been received* e. Local Government ☐ Federal Agency f. f. Other* * If checked, complete supplemental page * If checked, provide details under Item 7 6. If an individual or partnership are you a citizen(s) of the United States? ☐ Yes ☐ No Not Applicable. 7. Project description (describe in detail): (a) Type of system or facility, (e.g., canal, pipeline, road); (b) related structures and facilities; (c) physical specifications length, width, grading, etc.); (d) term of years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for construction (Attach additional sheets, if additional space is needed.) (a) Pipeline System, as defined generally in § 1.1.1.22 of Exhibit D to the January 23, 1974 Agreement and Grant of Right-of-Way for Trans-Alaska Pipeline ("Federal Grant"); (b) See generally Environmental Report for the Trans-Alaska Pipeline System Right-of-Way Renewal in Volume 3 ("Environmental Report") at §§ 2.1.1 and 4.2.1; Duration of Right-of-Way Renewal for the Trans-Alaska Pipeline System in Volume 2 ("Duration Report") at Appendix 4; Federal Line Lists in Volume 2 at Tab 1D-1H; (c) See generally Environmental Report at §§ 2.1.1 and 4.2.1 and Duration Report at Appendix 4; (d) Renewal of authorizations for the maximum period allowed by law. See 30 U.S.C. § 185(n) and Duration Report generally; (e) Year round; See generally Environmental Report at Appendices A and D (pps. D-1 through D-12); (f) (g) Not applicable; (h) Not applicable. 8. Attach a map covering area and show location of project proposal See generally Environmental Report at Appendix C and Federal Lists in Volume 2 at Tabs 1D - 1H. Attached Applied for Not required 9. State or local government approval: Attached Not required 10. Nonreturnable application fee: 11. Does project cross international boundary or affect international waterways? Yes No (If "yes, " indicate on map) 12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested. See generally Duration Report and Environmental Report, including § 2.1 and Appendices A, B and D, and 43 U.S.C. § 1653. Note also that Alyeska Pipeline Service Company ("Alyeska") has effectively operated and maintained TAPS for over 20 years and applicant owns an undivided interest in Alyeska. In addition applicant, through Alyeska, has the technical and financial capability to operate, maintain and terminate TAPS.

13a. Describe other reasonable alternative routes and modes considered. Not applicable.
b. Why were these alternatives not selected?
Not applicable.
c. Give explanation as to why it is necessary to cross Federal Lands.
Existing TAPS facilities are located on and cross federal lands.
14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name) See generally Federal and State Line Lists in Volume 2 at Tab 1.
15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.
See generally Environmental Report, including §§ 1.2; 3.3; 4.3.3, and Duration Report, including §§ 1; 3; 4; 8; and 9.
16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles. See generally Environmental Report §§ 3.3; 4.3.3; 4.5 and Duration Report § 8. Additional information may be found in studies and reports that bear on TAPS, such as those identified in the Environmental Report at Section 8 and 43 U.S.C. § 1651(b), and the 1972 Environmental Impact Statement (6 vols.) that preceded the execution of the Federal Grant.
17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability.
(a) See generally Environmental Report §§ 3.1.3; 4.3.1.3; 4.3.1.3; 4.5; 4.8.2.3; (b) See generally Environmental Report §§ 3.1.3; 3.3.6.3; 4.3.1.3; 4.3.3.9; 4.5; (c) See generally Environmental Report §§ 3.1.1.6; 3.1.2.1; 4.2.1.3; 4.3.1.2; 4.5; 4.8.2.1; 4.8.2.2; (d) See generally Environmental Report §§ 3.1.1.6; 4.2.1.3; 4.3.1.2; 4.3.2.2; 4.5; (e) See generally Environmental Report §§ 3.1.3; 4.3.1.3; 4.5; (f) See generally Environmental Report §§ 3.1.1; 4.1.1; 4.2.1.1; 4.2.1.2; 4.3.1.1; 4.3.2.2; 4.5 (See continuation on page 6.)
18. Describe the probable effects that the proposed project will have on (a) populations of fish, plantlife, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.
(a) See generally Environmental Report §§ 3.2; 4.3.2; 4.5; 4.8.3; (b) See generally Environmental Report §§ 3.2.6; 3.3.3; 4.3.2; 4.3.3.3; 4.5; 4.8.3.4; 4.8.4.4. In both cases additional information may be found in studies and reports that bear on TAPS, such as those identified in the Environmental Report at Section 8 and 43 U.S.C. § 1651(b), and the 1972 Environmental Impact Statement (6 vols.) that preceded the execution of the Federal Grant.
19. State whether any hazardous material, as defined in this paragraph, will be used, produced, transported or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities. "Hazardous material" means any substance pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 9601 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA Section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.
See response on page 6.
20. Name all the Department(s)/Agency(ies) where this application is being filed.
The original application is being filed with the Bureau of Land Management.
I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and
Signature of the policy of the
Title 18, U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

APPLICATION FOR TRANSPORTATION AND UTILITY SYSTEMS AND FACILITIES ON FEDERAL LANDS

GENERAL INFORMATION ALASKA NATIONAL INTEREST LANDS

This application will be used when applying for a right-of-way, permit, license, lease, or certificate for the use of Federal lands which lie within conservation system units and National Recreation or Conservation Areas as defined in the Alaska National Interest Lands Conservation Act. Conservation system units include the National Park System, National Wildife Refuge System, National Wild and Scenic Rivers System, National Trails System, National Wilderness Preservation System, and National Forest Monuments.

Transportation and utility systems and facility uses for which the application may be used are:

- Canals, ditches, flumes, laterals, pipes, pipelines, tunnels, and other systems for the transportation of water.
- Pipelines and other systems for the transportation of liquids other than water, including oil, natural gas, synthetic liquid and gaseous fuels, and any refined product produced therefrom.
- Pipelines, slurry and emulsion systems, and conveyor belts for transportation of solid materials.
- 4. Systems for the transmission and distribution of electric energy.
- Systems for transmission or reception of radio, television, telephone, telegraph, and other electronic signals, and other means of communications.
- Improved rights-of-way for snow machines, air cushion vehicles, and all-terrain vehicles.
- 7. Roads, highways, railroads, tunnels, tramways, airports, landing strips, docks, and other systems of general transportation.

This application **must** be filed simultaneously with each Federal department or agency requiring authorization to establish and operate your proposal.

In Alaska, the following agencies will help the applicant file an application and identify the other agencies the applicant should contact and possibly file with:

Department of Agriculture Regional Forester, Forest Service (USFS) Federal Office Building, P.O. Box 21628

Juneau, Alaska 99802-1628

Telephone: (907) 586-7847 (or a local Forest Service Office)

Department of the Interior Bureau of Indian Affairs (BIA) Juneau Area Office 9109 Mendenhall Mall Road, Suite 5, Federal Building Annex Juneau, Alaska 99802 Telephone: (907) 586-7177

Bureau of Land Management (BLM) 222 West 7th Ave., Box 13 Anchorage, Alaska 99513-7599

Telephone: (907) 271-5477 (or a local BLM Office)

National Park Service (NPS) Alaska Regional Office 2525 Gambell St., Rm. 107 Anchorage, Alaska 99503-2892 Telephone: (907) 257-2585

U.S. Fish & Wildlife Service (FWS) Office of the Regional Director 1011 East Tudor Road Anchorage, Alaska 99503 Telephone: (907) 786-3440

Note-Filings with any Interior agency may be filed with any office noted above or with the: Office of the Secretary of the Interior, Regional Environmental Officer, Box 120, 1675 C Street, Anchorage, Alaska 99513.

Department of Transportation Federal Aviation Administration Alaska Region AAL-4, 222 West 7th Ave., Box 14 Anchorage, Alaska 99513-7587 Telephone: (907) 271-5285

NOTE - The Department of Transportation has established the above central filing point for agencies within that Department. Affected agencies are: Federal Aviation Administration (FAA), Coast Guard (USCG), Federal Highway Administration (FHWA), Federal Railroad Administration (FRA).

OTHER THAN ALASKA NATIONAL INTEREST LANDS

Use of this form is not limited to National Interest Conservation Lands of Alaska.

Individual departments/agencies may authorize the use of this form by applicants for transportation and utility systems and facilities on other Federal lands outside those areas described above.

For proposals located outside of Alaska, applications will be filed at the local agency office or at a location specified by the responsible Federal agency.

SPECIFIC INSTRUCTIONS (Items not listed are self-explanatory)

Item

- 7 Attach preliminary site and facility construction plans. The responsible agency will provide instructions whenever specific plans are required.
- 8 Generally, the map must show the section(s), township(s), and range(s) within which the project is to be located. Show the proposed location of the project on the map as accurately as possible. Some agencies require detailed survey maps. The responsible agency will provide additional instructions.
- 10, and 12 The responsible agency will provide additional instructions.
- 13 Providing information on alternate routes and modes in as much detail as possible, discussing why certain routes or modes were rejected and why it is necessary to cross Federal lands will assist the agency(ies) in processing your application and reaching a final decision. Include only reasonable alternate routes and modes as related to current technology and economics.
- 14 The responsible agency will provide instructions.
- 15 Generally, a simple statement of the purpose of the proposal will be sufficient. However, major proposals located in critical or sensitive areas may require a full analysis with additional specific information. The responsible agency will provide additional instructions.
- 16 through 19 Providing this information in as much detail as possible will assist the Federal agency(ies) in processing the application and reaching a decision. When completing these items, you should use a sound judgment in furnishing relevant information. For example, if the project is not near a stream or other body of water, do not address this subject. The responsible agency will provide additional instructions.

Application must be signed by the applicant or applicant's authorized representative.

If additional space is needed to complete any item, please put the information on a separate sheet of paper and identify it as "Continuation of Item."

SUPPLEMENTAL			
NOTE: The responsible agency(ies) will provide additional instructions		CHECK APPROPRIATE BLOCK	
I - PRIVATE CORPORATIONS	ATTACHED	FILED*	
a. Articles of Incorporation See Tab Federal Supplemental Question Ia in this Volume.	Ø		
b. Corporation Bylaws See Tab Federal Supplemental Question Ib in this Volume.	0		
c. A certification from the State showing the corporation is in good standing and is entitled to operate within the State. See Tab Federal Supplemental Question le in this Volume.	2		
d. Copy of resolution authorizing filing See Tab Federal Supplemental Question Id in this Volume.			
e. The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate. See Tab Federal Supplemental Obeston Ic in this Volume.	Ø	<u> </u>	
f. If application is for an oil or gas pipeline, describe any related right-of-way or tempoary use permit applications, and identify previous applications. See generally Federal and State Line Lists in Volume 2 at Tab 1.	Ø		
g. If application is for an oil and gas pipeline, identify all Federal lands by agency impacted by proposal. in Volume 2 at Tab 1D-1H.	2		
II- PUBLIC CORPORATIONS		207	
a. Copy of law forming corporation Not applicable			
b. Proof of organization Not applicable			
c. Copy of Bylaws Not applicable			
d. Copy of resolution authorizing filing Not applicable			
e. If application is for an oil or gas pipeline, provide information required by Item "I-f" and "I-g" above. Not applicable			
III - PARTNERSHIP OR OTHER UNINCORPORATED ENTITY			
a. Articles of association, if any Not applicable			
b. If one partner is authorized to sign, resolution authorizing action is Not applicable			
c. Name and address of each participant, partner, association, or other Not applicable			
d. If application is for an oil or gas pipeline, provide information required by Item "I-f" and "l-g" above. Not applicable			

DATA COLLECTION STATEMENT

The Federal agencies collect this information from applicants requesting right-ofway, permit, license, lease, or certifications for the use of Federal lands.

Federal agencies use this information to evaluate your proposal.

No Federal agency may request or sponsor, and you are not required to respond to a request for information which does not contain a currently valid OMB Approval Number.

BURDEN HOURS STATEMENT

The public burden for this form is estimated to vary from 30 minutes to 25 hours per response, with an average of 2 hours per response, including the time for

reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to: U.S. Department of the Interior, Bureau of Land Management, Information Clearance Officer (W0-630), 1849 C Street, Mail Stop 401LS, Washington, D.C. 20240

A reproducible copy of this form may be obtained from the Bureau of Land Management, Division of Lands, 1620 L Street, Rm. 1000LS, Washington, D.C. 20036.

^{*} If the required information is already filed with the agency processing this application and is current, check block entitled "Filed." Provide the file identification information (e.g., number, date, code, name). If not on file or current, attach the requested information.

NOTICE

NOTE: This applies to the Department of the Interior/Bureau of Land Management (BLM).

The Privacy Act of 1974 provides that you be furnished with the following information in connection with the information provided by this application for an authorization.

AUTHORITY: 16 U.S.C. 310 and 5 U.S.C. 301.

PRINCIPAL PURPOSE: The primary uses of the records are to facilitate the (1) processing of claims or applications; (2) recordation of adjudicative actions; and (3) indexing of documentation in case files supporting administrative actions.

ROUTINE USES: BLM and the Department of the Interior (DOI) may disclose your information on this form: (1) to appropriate Federal agencies when concurrence or supporting information is required prior to granting or acquiring a right or interest in lands or resources; (2) to members or the public who have a need for the information that is maintained by BLM for public record; (3) to the U.S. Department of Justice, court, or other adjudicative body when DOI determines the information is necessary and relevant to litigation; (4) to appropriate Federal, State, local, or foreign agencies responsible for investigating prosecuting violation, enforcing, or implementing this statute, regulation, or order; and (5) to a congressional of lice when you request the assistance of the Member of Congress in writing.

EFFECT OF NOT PROVIDING THE INFORMATION: Disclosing this information is necessary to receive or maintain a benefit. Not disclosing it may result in rejecting the application.

APPLICATION FOR TRANSPORTATION AND UTILITY SYSTEMS AND FACILITIES ON FEDERAL LAND

For the Trans-Alaska Pipeline System

Continuation of Item #5: Renewal on the same terms of applicant's undivided interest in existing authorizations for the Trans-Alaska Pipeline System ("TAPS"), including, but not limited to, F-12505, AA-5847, F-21770, and other authorizations identified on the Federal Line Lists in Volume 2 at Tab 1D -1H.

Continuation of Item #17: In all cases additional information may be found in studies and reports that bear on TAPS, such as those identified in the Environmental Report at Section 8 and 43 U.S.C. § 1651(b), and the 1972 Environmental Impact Statement (6 vols.) that preceded the execution of the Federal Grant.

Continuation of Item #19: TAPS does not engage in the use, production, transportation or storage of hazardous materials as part of TAPS' purpose. TAPS operates to transport crude oil, and crude oil is not a hazardous material as defined in this question. Hazardous materials are only present on TAPS incidentally in support of the operation and maintenance of TAPS. All hazardous materials are managed under state and federal law. Those occurrences are described categorically below. Also see Environmental Report § 3.1.1.5.

Hazardous Material Use. Chemical products may be "hazardous materials" or may include components that are hazardous materials. These products are used for TAPS operations and maintenance. Any list of hazardous materials would be only temporarily accurate because product use on TAPS varies continuously. Therefore, they are listed here categorically: paints and associated products; pipe coating chemicals; equipment repair and lubrication products, cleaners, and antifreeze chemicals; adhesives, epoxies and sealants; corrosion inhibitors; fire fighting chemicals; laboratory chemicals used for crude oil analysis; herbicides, pesticides and insecticides (used with the approval of the Authorized Officer); photographic chemicals; and batteries. This list provides a description of TAPS hazardous material use, but is not intended to be comprehensive chemical by chemical. That detailed information may be obtained from Alyeska's OSHA MSDS (hazardous communication) program and the annual SARA Title III reports submitted to EPA.

<u>Hazardous Material Production</u>. TAPS does not produce hazardous materials.

<u>Hazardous Material Transportation</u>. Chemical product hazardous materials, described above, are transported on and off TAPS facilities utilizing the procedure established under state and federal law. The U.S. DOT has strict requirements for the transportation of chemical products, under 49 CFR Parts 172- 177, 350-399. Hazardous wastes also

must comply with the same U.S. DOT transportation requirements. In place is an extensive hazardous material transportation plan that covers both chemical product and hazardous waste transportation on and off TAPS facilities. Bills of lading are used to track the transportation of chemical products. In addition, there are EPA hazardous waste manifests for transported hazardous wastes. The list of hazardous materials transported on and off TAPS facilities would be composed of those hazardous materials listed above under Hazardous Material Use and below under Hazardous Material Storage.

Hazardous Material Storage. The list of hazardous materials stored is the same as the list of hazardous materials used on TAPS facilities, except for waste storage. Where required or appropriate, chemical products are stored within secondary containment. Hazardous wastes that are generated at a TAPS facility are stored utilizing EPA requirements for hazardous waste generators. The hazardous waste categories are predominantly chemical products that have completed their use: paints and associated products; equipment repair and lubrication products, and parts cleaners; adhesives, epoxies and sealants; laboratory chemicals used for crude oil analysis; herbicides, pesticides and insecticides (used with the approval of the Authorized Officer); photographic chemicals; and batteries. Tank and pipe cleaning sludges are a non-product waste stream that contributes to this list. These wastes are only temporarily stored at a facility, in accordance with EPA regulations. During storage they are monitored, in accordance with EPA regulations, and they are transported off the facilities and disposed of at EPA permitted facilities. A listing of hazardous wastes stored at a TAPS facility for any one-year period can be found in the annual RCRA report submitted to EPA.

Federal Supplemental Question la

Office of the Secretary of State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "BP PIPELINES (ALASKA) INC."
AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE EIGHTEENTH DAY OF OCTOBER, A.D. 1937, AT 9 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "CLAY CITY PIPE LINE COMPANY" TO "SOHIO PIPE LINE COMPANY", FILED THE TWENTY-THIRD DAY OF JUNE, A.D. 1939, AT 11 O'CLOCK A.M.

CERTIFICATE OF AGREEMENT OF MERGER, FILED THE TWENTY-SIXTH DAY OF DECEMBER, A.D. 1940, AT 1 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE TWENTY-FIFTH DAY OF NOVEMBER, A.D. 1941, AT 1 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE SECOND DAY OF JANUARY,
A.D. 1942, AT 1 O'CLOCK P.M.

CERTIFICATE OF AGREEMENT OF MERGER, FILED THE TWENTY-NINTH
DAY OF DECEMBER, A.D. 1950, AT 9 O'CLOCK A.M.

CERTIFICATE OF AGREEMENT OF MERGER, FILED THE NINETEENTH DAY OF FEBRUARY, A.D. 1971, AT 10 O'CLOCK A.M.

A CONTRACTOR OF THE PARTY OF TH

Darriet Smith Windson Harriet Smith Windson, Secretary of State

0361528 8100H

010069509

AUTHENTICATION: 0967745

DATE: 02-12-01

State of Delaware

Office of the Secretary of State

PAGE 2

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "SOHIO PIPE LINE COMPANY" TO "SOHIO ALASKA PIPELINE COMPANY", FILED THE TWENTY-FOURTH DAY OF DECEMBER, A.D. 1986, AT 10 O'CLOCK A.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-THIRD DAY OF DECEMBER, A.D. 1987, AT 10 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF JANUARY, A.D. 1988.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "SOHIO ALASKA PIPELINE COMPANY" TO "BP PIPELINES (ALASKA) INC.", FILED THE FIRST DAY OF MARCH, A.D. 1989, AT 10 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION.

Warriet Smith Windson, Secretary of State

0361528 8100H

010069509

AUTHENTICATION: 0967745

DATE: 02-12-01

GERTIFICATE OF INCORPORATION

CLAY CITY PIPE LINE COMPANY

FIRST: The name of the corporation is CLAY CITY PIPE LINE COMPANY.

SECOND: Its principal office in the State of Delaware is located at No. 100 West Tenth Street, in the City of Wilmington, County of New Castle. The name and address of its resident agent, is The Corporation Trust Company, No. 100 West Tenth Street, Wilmington, Delaware.

THIRD: The nature of the business, or objects or purposes to be transacted, promoted or carried on are:

- (1) To lay, construct, maintain, own, lease, purchase and operate a pipe line or pipe lines.
- (2) To transcort for hire, by means of such pipe line or pipe lines, oil, crude petroleum, and all products derived therefrom or strilar thereto, natural and artificial gas, casing-head casoline and any other liquids or gases.
- (3) To purchase or otherwise acquire, own, lease, occupy and use rights of may and such other property, real and personal, as may be incidental to, necessary for or useful in the establishment, maintenance, operation and conduct of such business.
- (4) To acquire, own, lease, construct, points in and operate pumping stations, compressing stations, storage stations, boosters, private telephone and telegraph lines, and all other facilities incidental to, necessary for or useful in carrying out the objects and purposes above set forth.

- (5) To acquire, and pay for in cash, stock or bonds of this corporation or otherwise, the good will, rights, assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, firm, association or corporation.
- (6) To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trade-marks and trade names, relating to or useful in connection with any business of this corporation.
- (7) To guarantee, purchase, hold, sell, at ign, transfer, mortgage, pledge or otherwise dispose of shares of the capital stock of, or any bonds, securities or evidences of indebtedness created by any other corporation or corporations organized under the laws of this State or any other State, country, nation or government, and while the owner thereof to exercise all the rights, powers and privileges of ownership, including the right to vote thereon.
- (8) To enter into, make and perform contracts of every kind and description with any person, firm, association, corporation, municipality, county, state, body politic or government or colony or dependency thereof.
- (9) To borrow or raise moneys for any of the purposes of the corporation and, from time to time, without limit as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or necessariable instruments and evidences of indebtedness, and to secure the payment of any thereof and of the interest thereon

whole or any part of the property of the corporation, whether at the time owned or thereafter acquired, and to sell, pleage or otherwise dispose of such bonds or other obligations of the corporation for its corporate purposes.

- (10) To purchase, hold, sell and transfer the shares of its own capital stock; provided it shall not use its funds or property for the purchase of its own shares of capital stock when such use would cause any impairment of its capital except as otherwise permitted by law, and provided further that shares of its own capital stock belonging to it shall not be voted upon directly or indirectly.
- (11) To have one or more offices, to carry on all or any of its operations and business and without restriction or limit as to amount to purchase or otherwise accourse, hold, own, mortgage, sell, convey, or otherwise dispose of real and personal property of every class and description in any of the States, Districts, Territories or Colonies of the United States, and in any and all foreign countries, subject to the laws of such State, District, Territory, Colony or Country.
- (12) In general, to carry on any other business in connection with the foregoing, and to have and exercise all the covers conferred by the laws of Delaware upon corporations formed under the act hersinefter referred to, and to do any or all of the things hereinbefore set forth to the same extent as natural persons might or could do.

The objects and purposes specified in the foregoing clauses shall, execut where otherwise expressed, be in nowise limited or restricted by reference to, or inference from, the terms of any other clause in this Certificate of Incorporation, but the objects and pur-

poses specified in each of the foregoing clauses of this article shall be regarded as independent objects and purposes.

shall have authority to issue is one thousand (1,000); all of such shares shall be without par value.

FIFTH: The amount of capital with which the corporation will commance business is One Thousand Dollars (\$1,000.00).

SIXTH: The names and places of residence of the incorporators are

As follows:

Names

Alfred Jervis

L. H. Herman

Walter Lenz

hesidences

Wilmington, Delaware

Wilmington, Delaware

Wilmington, Delaware

SEVENTH: The corporation is to have perpetual existence.

EIGHTH: The private property of the stockholders shall not be sub-

MINTE: In furtherance, and not in limitation of the powers conferred by statute, the board of directors is expressly authorized:

To make, alter or reveal the by-laws of the corporation to such extent and in such manner as may be provided by the by-laws.

To authorize and cause to be executed mortgages and liens upon the real and personal property of the corporation.

To set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose or to abolish any such reserve in the manner in which it was created.

whole board to designate one or more committees, each committee to consist of two or more of the directors of the corporstion, which, to the extent provided in said resolution or
resolutions or in the by-laws of the corporation, shall have
and may exercise the powers of the board of directors in the
management of the business and affairs of the corporation, and
may have rower to authorize the seal of the corporation to-beaffixed to all papers which may require it. Such committee
or committees shall have such name or names as may be stated
in the by-laws of the corporation or as may be determined from
time to time by resolution edopted by the board of directors.

when and as authorized by the affirmative vote of the holders of a majority of the stock issued and outstanding having voting nower given at a stockholders' meeting duly called for that purpose, or when authorized by the written consent of the holders of a majority of the voting stock issued and outstanding, to sell, lease or exchange all of the property and assets of the corporation, including its good will and its corporate franchises, upon such terms and conditions and for such consideration, which may be in whole or in part shares of stock in, and/or other securities o', any other corporation or corporations, as its board of directors shall deem expedient and for the best interests of the corporation.

The corporation may in its by-laws confer powers upon its - board of directors in addition to the foregoing, and in addition to the powers and authorities expressly conferred upon it by statute.

Whenever a compromine or arrangement is proposed between TENTH: this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 3883 of the Revised Code of 1915 of said State, or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of Section 43 of the General Corporation haw of the State of Delaware, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said Court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the Court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation. Both stockholders and directors shall have power, if the ELEVENTH: by-laws so provide, to hold their meetings, and to have one or more offices within or without the State of Delaware and to keep the books of this corporation (subject to the provisions of the statutes), outside of the State of Delaward at much places as may be from time to . time dealgnated by the board of directors.

Notwithstanding any provisions of the General Corporation law of the State of Delaware requiring for any specific action a vote, or in the alternative the written consent, of the holders of shares of any class or classes of the corporation entitled either by the provisions of these Articles of Incorporation or by law to exercise a percentage of the voting power of the corporation greater than a majority, any such action on behalf of the corporation may be taken by the vote (or, in cases where the General Corporation Law-of-the State-of Delaware permits a written consent of shareholders as an alternative to a vote, then by written consent of the holders of shares of the corporation entitling them to exercise a majority only of the voting power of the corporation with respect to such action.

THINTERNIH: In the absence of fraud, no contract or other transaction between this corporation and any other corporation, and no act of this corporation, shall in any way be affected or rescinded by the fact that any of the directors of this corporation are pecuniarily or otherwise interested in or are directors or officers of such other corporation.

FOURTELEGIE: The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the monner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named for the purpose of forming a corporation to do business both within and without the State of Delaware, and in pursuance of the General Corporation Law of the State of Delaware, being Chapter 65 of the Revised Code of Delaware, and the acts amendatory thereof and supplies cated thereto, do make this cortificate, hereby declaring and certifying that the facts herein stated are true, and accordingly have hereunto set our hands and seals this 16th day of October, A. D. 1937.

Sparola Stantland

Alter Ling

STATE OF DELAWARE) SSI
COURTY OF NEW CASTLE)

BE IT REMEMBERED that on this 15th day of October,
A. D. 1937, personally came before me, Harold E. Grantland, a
Folgry Public for the State of Delaware, all of the parties
to the foregoing certificate of incorporation, i. e. Alfred
Jervis, L. H. Herman and Walter Lenz, known to me personally to
be such, and severally acknowledged the said certificate to be
the act and deed of the signers respectively and that the facts
therein stated are truly set forth.

GIVEN under my hand and seal of office the day and year aforegate.

Shared & frances

6=23,29

CERTIFICATE OF AMERICANT TO CERTIFICATE OF INCORPORATION OF

The undersigned hereby certify that on the 19th day of June 1939, the Board of Directors of this corporation declared to be advisable amendment to its Certificate of Incorporation, whereby the first paragraph thereof, which now reads:

"The name of the corporation is Clay City Pipe Line Company."

is changed to read:

"The name of the corporation is Schio Pipe Line Company";

that thereafter written consent to the above amendment was given by the sole stockholder of this corporation; and that such amendment has been duly adopted in accordance with the provisions of Section 26 of the Corporation law of the State of Delaware.

STATE OF OHIO)

CUYAHOGA COUNTY)

By A J. Studies

Secretary

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the above named Clay City Pipe Line

Company, by W.-T. Holliday, its President, and F.-H. Kelly, its Secretary, who acknowledged that they did sign the foregoing certificate, and that the same is the free act and deed of said corporation, and the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal was develand, Ohio, this 20 day of fine 1939.

60011

M. VINCENT CONWAY, Notice

22640 Minima Carper

AGREEMENT OF MERGER.

This agreement of merger, dated December 24, 1940, made by and between SOHIO PIPE LINE COMPANY, hereinafter referred to as "Sohio Pipe", and HICHIGAN-TCIEDO PIPE LINE COMPANY, hereinafter referred to as "Michigan-Toledo", both being corporations organized and existing under and by virtue of the laws of the State of Delaware;

WITNESSETH that

WHEREAS, said two corporations deem it advisable that
Sohio Pipe merge into itself Michigan-Toledo, and that MichiganToledo should be merged into Sohio Pipe, as authorized by the
statutes of the State of Delaware, under and pursuant to the terms
and conditions hereinafter set forth;

AND WHEREAS, said Schio Pipe has heretofore been duly organized under and by virtue of the General Corporation Law of the State of Delaware, the certificate of incorporation of which corporation was filed in the office of the Secretary of State October 18, 1937, and recorded in the office of the Recorder of Deeds for the County of New Castle on October 16, 1937, and an amendment to which certificate of incorporation was filed in the

office of said Secretary of State on June 23, 1939, and recorded in the office of said Recorder of Deeds on June 23, 1939;

AND WHEREAS, said Sohio Pipe has an authorized capital stock consisting of One Thousand (1000) shares of common stock without par value, of which Two Hundred and Fifty (250) shares are now issued and outstanding;

and WHEREAS, Michigan-Toledo has heretofore been duly organized under and by virtue of the provisions of the General Corporation Iaw of the State of Dolaware, the certificate of incorporation of which corporation was filed in the office of said Secretary of State on October 11, 1935 and recorded in the office of the Recorder of Deeds for the County of New Castle on October 11, 1935, and an amendment to which certificate of incorporation was filed in the office of said Secretary of State on May 1, 1937, and was recorded in the office of said Recorder of Deeds on

May 1, 1937;

AND WHEREAS, said Michigan-Toledo has an authorized capital stock consisting of Two Thousand (2000) shares, divided into One Thousand (1000) voting common shares without par value and One Thousand (1000) non-voting common shares without par value, all of which shares are now issued and outstanding;

AND WATERAS, the principal offices of both SchiopPipe and Michigan-Toledo in the State of Delaware are located at 100

West Tenth Street in the City of Wilmington, County of New Castle, and the name and address of the resident agent for both is The Corporation Trust Company, 100 West Tenth Street, Wilmington, Delaware;

MOW THEPEFORE, the corporations, parties to this agreement by and between their respective Boards of Directors, have agreed and do hereby agree each with the other that Sohio Pipe morge into itself Michigan-Toledo and that Michigan-Toledo be merged into Sohio Pipe, pursuant to the laws of the State of Delaware, and do hereby agree upon and prescribe the terms and conditions of said morger and of carrying the same into effect as follows:

FIRST: Sohio Pipe hereby merges into itself Michigan-Tolodo and said Michigan-Tolodo is hereby merged into Sohio Pipe.

SECOND: The name of the surviving corporation is and shall be "SCHIC PIPE LINE COMPANY".

THIRD: The principal office of the surviving corporation in the State of Bolawaro is and shall be located at No. 100

West Tenth Street, in the City of Wilmington, County of New Castle, and the name and address of its resident agent is and shall be

The Corporation Toust Company, No. 100 West Tenth Street,

Will ington, Dolaware.

FOURTH: The surviving corporation shall possess all the rights, privileges, powers and franchises as well of a public as of a private nature and be subject to all the restrictions, disabilities and duties of each of the corporations, parties to this agreement, and all and singular, the rights, privileges, powers and franchises of each of said corporations and all property, real, personal and mixed and all debts due to each of said corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to each of such corporations shall be vested in the surviving corporation; and all property, rights and privileges, powers and franchises and all and every other interest shall be thereafter as effectually the property of the surviving corporation as they were of the several and respective constituent corporations, and the title to any real estate, whether by deed or otherwise, vested in either of said corporations, partics hereto, shall not revert or be in any way impaired by reason of this merger; provided that all rights of creditors and all liens upon the property of either of said corporations, parties hereto, shall be preserved unimpaired, and all debts, liabilities and duties of Michigan-Tolodo, shall thenceforth attach to said surviving corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

FIFTH: The nature of the business and object and purposes to be transacted, promoted or carried on by the surviving corporation are as follows:

- (1) To lay, construct, maintain, own, lease, purchase and operate a pipe line or pipe lines.
- (2) To transport for hire, by means of such pipe line or pipe lines, oil, crude petroleum, and all products derived therefrom or similar thereto, natural and artificial passinghead gasoline and any other liquids or gases.
- (3) To purchase or otherwise acquire, own, lease, occupy and use rights of way and such other property, real and personal, as may be incidental to, necessary for or useful in the establishment, maintenance, operation and conduct of such business.
- (4) To acquire, own, lease, construct, maintain and operate pumping stations, compressing stations, storage stations, boosters, private telephone and telegraph lines, and all other facilities incidental to, necessary for or useful in carrying out the objects and purposes above set forth.
- (5) To acquire, and pay for in cash, stock or bonds of this corporation or otherwise, the good will, rights, assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any porson, firm, association or corporation.
- (6) To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or otherwise dispose of letters

patent of the United States or any foreign country; patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trade-marks and trade names, relating to or useful in connection with any business of this corporation.

- mortgage, pledge or otherwise dispose of shares of the capital stock of, or any bonds, securities or evidences of indebtedness created by any other corporation or corporations organized under the laws of this State or any other state, country, nation or government, and while the owner thereof to exercise all the rights, powers and privileges of ownership, including the right to vote thereon.
- (8) To enter into, make and perform contracts of every kind and description with any person, firm, association, corporation, mumicipality, county, state, body politic or government or colony or dependency thereof.
- (9) To borrow or raise moneys for any of the purposes of the corporation and, from time to time, without limit as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment of any thereof and of the interest

thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such bonds or other obligations of the corporation for its corporate purposes.

- (10) To purchase, hold, sell and transfer the shares of its own capital stock; provided it shall not use its funds or property for the purchase of its own shares of capital stock when such use would cause any impairment of its capital except as otherwise permitted by law, and provided further that shares of its own capital stock belonging to it shall not be voted upon directly or indirectly.
- any of its operations and business and without restriction or limit as to amount to purchase or otherwise acquire, hold, cwn, mortgree, sell, convey, or otherwise dispose of real and personal property of every class and description in any of the States, Districts, Territories or Colonies of the United States, and in any and all foreign countries, subject to the laws of such State, District, Territory, Colony or Country.
- (12) In general, to carry on any other business in connection with the foregoing, and to have and exercise all the powers
 conferred by the laws of Delaware upon corporations formed under the
 act hereinafter referred to, and to do any or all of the things hereinbefore set forth to the same extent as natural persons might or
 could do.

COU19

The objects and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in no wise limited or restricted by reference to, or inference from, the terms of any other clause in this Agreement of Herger, but the objects and purposes specified in each of the foregoing clauses of this article shall be regarded as independent objects and purposes.

SIXTH: The total number of shares of stock which the surviving corporation shall have authority to issue is, inclusive of the Two Hundred and Fifty (250) common shares without par value already issued, Five Hundred and Fifty (550) common shares without par value.

SEVENTH: The manner of converting the shares of the constituent corporations into shares of the surviving corporation shall be as follows:

The Two Hundred and Fifty (250) shares of common stock without par value of Schio Pipe, already issued and outstanding, shall remain unchanged and outstanding and shall constitute outstanding shares of the surviving corporation.

On presentation and delivery by the sole stock-holder of Michigan-Toledo, for cancellation, of the certificates representing the One Thousand (1,000) voting common shares without par value and the One Thousand (1,000) non-voting common shares without par value, of said corporation, said shares shall be cancelled and the surviving corporation shall issue to said sole stockholder Two Mundred and Sixty (260) shares of authorized but unissued common stock without par value of said surviving corporation, and shall deliver to said sole stockholder a certificate representing such new shares.

EIGHTH: The surviving corporation shall have perpetual existence.

NINTH: The private property of the stockholders of the surviving corporation shall not be subject to the payment of corporate debts to any extent whatever.

TENTH: The by-laws of Sohio Pipe as amended shall remain and be the by-laws of the surviving corporation, and all resolutions of the Board of Directors or stockholders of Sohio Pipe, now in effect, shall remain in effect as resolutions of the surviving corporation until such by-laws or resolutions shall be altered or amended according to the provisions therein, either by the Board of Directors or stockholders of the surviving corporation.

The directors and officers of Sohio Pipe, to-wit:

President	W. T. Holliday	Cleveland, Ohio
Vice President	W. J. Semple	Cleveland, Ohio
Vice President	S. A. Swensrud	Cleveland, Ohio
Vice President	J. F. Wilson	Cleveland, Ohio
Secretary	C. D. Brown	Cleveland, Ohio
Treasurer	W. J. Semple	Cleveland, Ohio
Directors:	W. T. Holliday	Cleveland, Onio
	A. M. Maxwell	Cleveland, Chio
	W. J. Semple	Cleveland, Ohio
	A. A. Stambaugh	Cleveland, Ohio
	Wm. A. LICATOO	Cleveland, Ohio
	S. A. Swensrud	Cleveland, Ohio
	G. W. Hanneken	Cleveland, Ohio

shall be and remain directors and officers of the surviving corporation until their successors are elected and qualified unless
their terms are sooner ended by death, resignation, disqualification
or removal from office.

The surviving corporation shall pay all expenses of carrying this agreement into effect and accomplishing the merger.

ELEVENTH: In furtherance, and not in limitation of the powers conferred by statute, the Board of Directors of the surviving corporation is expressly authorized:

> To make, alter or repeal the by-laws of the corporation to such extent and in such manner as may be provided by the by-laws.

To authorize and cause to be executed mortgages and liens upon the real and personal property of the corporation.

To set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose or to abolish any such reserve in the manner in which it was created.

By resolution or resolutions, passed by a majority of the whole board to designate one or more committees, each committee to consist of two or more of the directors of the corporation, which, to the extent provided in said resolution or resolutions or in the by-laws of the corporation, shall have and may exercise the powers of the board of directors in the menugement of the business and affairs of the corporation,

00022

and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be stated in the by-laws of the corporation or as may be determined from time to time by resolution adopted by the board of directors.

When and as authorized by the affirmative vote of the holders of a majority of the stock issued and outstanding having voting power given at a stockholders' meeting duly called for that purpose, or when authorized by the written consent of the holders of a majority of the voting stock issued and outstanding, to sell, lease or exchange all of the property and assets of the corporation, including its good will and its corporate franchises, upon such terms and conditions and for such consideration, which may be in whole or in part shares of stock in, and/or other securities of, any other corporation or corporations, as its board of directors shall—deem expedient and for the best interests of the corporation.

The corporation may in its by-laws confer powers upon its board of directors in addition to the foregoing, and in addition to the powers and authorities expressly conferred upon it by statute.

E0023

TWELFTH: Whenever a compromise or arrangement is proposed between the surviving corporation and its creditors or any class of them and/or between such corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of such corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for such corporation under the provisions of Section 3883 of the Revised Code of 1915 of said State, or on the application of trustees in dissolution or of any receiver or receivers appointed for such corporation under the provisions of Section 43 of the General Corporation Law of the State of Delaware, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of such corporation, as the case may be, to be summoned in such manner as the said Court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of such corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of such corporation as consoquence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the Court to which the said application has been made, be binding on all the creditors or class of creditors, and/or or all the stockholders or class of stockholders, of such

12.

corporation, as the case may be, and also on such corporation.

THIRTEENTH: Both stockholders and directors shall have power, if the by-laws so provide, to hold their meetings, and to have one or more offices within or without the State of Delaware and to keep the books of this corporation (subject to the provisions of the statutes), outside of the State of Delaware at such places as may be from time to time designated by the board of directors.

General Corporation Law of the State of Delaware requiring for any specific action a vote, or in the alternative the written consent, of the holders of shares of any class or classes of the surviving corporation entitled either by the provisions of this Agreement of Merger or by law to exercise a percentage of the voting power of such corporation greater than a majority, any such action on behalf of such corporation may be taken by the vote (or, in cases where the General Corporation law of the State of Delaware permits a written consent of shareholders as an alternative to a vote, then by written consent) of the holders of shares of such corporation entitling them to exercise a majority only of the voting power of such corporation with respect to such action.

FIFTEENTH: In the absence of fraud, no contract or other transaction between the surviving corporation and any

60025

other corporation, and no act of the surviving corporation, shall in any way be affected or rescinded by the fact that any of the directors of the surviving corporation are pecuniarily or otherwise interested in or are directors or officers of such other corporation.

SIXTEENTH: If at any time the surviving corporation shall consider or be advised that any further assignments or assurances in the law or any things are necessary or desirable to vest in said surviving corporation, according to the terms hereof, the title to any property or rights of Michigan-Toledo, the proper officers and directors of said corporation shall and will execute and make all such proper assignments and assurances in the law and do all things necessary or proper to vest 'itle in such property or rights in the surviving corporation, and otherwise to carry out the purposes of this Agreement of Merger.

SEVENTEENTH: This Agreement of Merger shall be filed in the office of the Secretary of State of Delaware and a copy thereof shall be filed in the office, of the Recorder of Deeds for New Castle County, and shall be effective upon the filing thereof in the office of the Secretary of State of Delaware.

The surviving corporation may have the right to amend, alter, change or repeal any provision contained in this

00026

Agreement of Merger which could be contained in the certificate of incorporation of a corporation formed under the laws of the State of Delaware in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

IN WITNESS WHEREOF, the parties to this agreement, pursuant to authority duly given by their respective boards of directors have caused these presents to be executed by a majority of the Board of Directors of each party hereto, and the corporate seal affixed.

By W. J. Holliday

Strange

4 W. House

4 W. House

A majority of the Board of Directors

MICHICAP-TOLEDO PIPE LINE COMPANY

By J. J. Hoyu

ATTEST:

Secretary

A majority of the Board of Directors

I, CALVIN D. BROWN, Secretary of Schio Pipe Line Company, a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such Secretary and under the seal of the said corporation, that the Agreement of Merger to which this certificate is attached, after having been first duly signed on behalf of the said corporation by a majority of the directors thereof and having been signed by a majority of the directors of Michigan-Toledo Pipe Line Company, a corporation of the State of Delaware, was duly adopted by the written consent of the sole stockholder holding all the 250 shares of the capital stock of the corporation issued and outstanding, and that a signed copy of the consent is attached hereto and made a part of the Agreement of Merger.

WITNESS my hand and the seal of said Sohio Pipe Line Company on this 24th day of Docember, 1940.

Secretary

I, WILLIAM J. SEMPLE, Secretary of Michigan-Toledo
Pipe Line Company, a corporation organized and existing under
the laws of the State of Delavare, hereby certify, as such Secretary and under the seal of the said corporation, that the
Agreement of Merger to which this certificate is attached, after
having been first duly signed on behalf of said corporation by a

majority of the directors thereof and having been signed by a majority of the directors of Sohio Pipe Line Company, a corporation of the State of Delaware, was duly adopted by the written consent of the sole stockholder of the corporation, holding all the 1,000 non-voting common shares without par value and all the 1,000 voting common shares without par value, of this corporation, the same being all of the shares issued and outstanding, and that a signed copy of the consent is attached hereto and made a part of the Agreement of Merger.

WITNESS my hand and the seal of said Michigan-Toledo Pipe Line Company on this 24th day of December, 1940.

Secretary

The above Agreement of Merger, having been duly executed by a majority of the Board of Directors of each corporate party thereto, and having been adopted in accordance
with the provisions of the General Corporation Law of the State
of Delaware, and that fact having been certified on said Agreement of Merger by the Secretary of each corporate party thereto,
the President and Secretary of each corporate party thereto do
now hereby execute the said Agreement of Merger under the corporate

seals of their respective corporations, by authority of the directors thereof, as the respective act, deed and agreement of each of said corporations, on this 24th day of December, 1940.

SOHIO PIPE LINE COMPANY

President

Secretary

ATTEST:

C-1010

MICHIGAN-TOLEDO PIPE LINE COMPANY

Presid

Socratery

ATITUTE OF .

Secretory

STATE OF OHIO,)

COUNTY OF CUYALOGA.)

BE IT REMEMBERED that on this 24th day of December,

1940, personally came before me, Rufus S. Day, Jr.,

a Notary Public in and for the county and state aforesaid,

W. T. HOLLIDAY, President of Sohio Pipe Line Company, a corporation of the State of Delaware and one of the corporations described in and which executed the foregoing Agreement of Merger,

known to me personally to be such, and he the said W. T. Holliday

as such President duly executed said Agreement of Merger before

me and acknowledged said Agreement of Merger to be the act, deed

and agreement of said Sohio Pipe Line Company, that the signatures

of the said President and the Secretary of said corporation to

said foregoing Agreement of Merger are in the handwriting of

said President and Secretary of said Sohio Pipe Line Company, and

that the seal affixed to said Agreement of Merger is the common

corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

Wotery Public

00031

STATE OF CHIO,) SS.: COUMTY OF CUYAHOGA.)

BE IT REMEMBERED that on this 24th day of December, Rufus S. Day, Jr. 1940, personally came before me, a Notary Public in and for the county and state aforesaid, W. T. HOLLIDAY, President of Michigan-Toledo Pipe Line Company, a corporation of the State of Delaware and one of the corporations described in and which executed the foregoing Agreement of Merger, known to me personally to be such, and he the said W. T. Holliday as such President duly executed said Agreement of Merger before me and acknowledged said Agreement of Merger to be the act, deed and agreement of said Michigan-Toledo Pipe Line Company, that the signatures of the said President and the Secretary of said corporation to said foregoing Agreement of Merger are in the handwriting of said President and Secretary of said Michigan-Toledo Pipe Line Company, and that the seal affixed to said Agraement of Merger is the common corporate seal of said corporation.

IN WITHESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

Motory Public

. Ł

(CHANGE SALL CONT.)

CONSENT TO AGREEMENT OF MERGER

The Standard Oil Company, being the sole owner of all the issued and outstanding shares of Schio Pipe Line Company, hereby consents to and adopts the Agreement of Merger between said corporation and Michigan-Toledo

Pipe Line Company, which Agreement was entered into and executed on behalf of the said two corporations by their respective boards of directors, this 24th day of December, 1940.

Dated at Cleveland, Ohio, this 24th day of December, 1940.

THE STANDARD OIL COMPANY

y Drogados

ATTEST:

Secretary

CONSENT TO AGREEMENT OF MERGER

The Standard Oil Company, being the sole owner of all the issued and outstanding shares of Michigan-Toledo Pipe Line Company, hereby consents to and adopts the Agreement of Merger between said corporation and Sohio Pipe Line Company, which Agreement of Merger was entered into and executed on behalf of the said two corporations by their respective boards of directors this 24th day of December, 1940.

Dated at Cleveland, Ohio, this 24th day of December, 1940.

THE STANDARD OIL COMPANY

President

ATTEST:

Secretary

00034

CERTIFICATE OF AMENDMENT

We, W. T. HOLLIDAY, President, and C. D. BRUNN, Secretary, of SOHIO PIPE LINE COMPANY, a Delaware corporation, hereby certify:

That at a meeting of the Board of Directors of said corporation duly called and held October 22, 1941, said Board declared it advisable that Articles SIXTH and SEVENTH of the Agreement of Merger between this corporation and Michigan-Toledo Pipe Line Company, a Delaware corporation, executed December 24, 1940, and effective December 26, 1940, be smended to read as follows:

"SIXTH: The total number of shares of stock which the surviving corporation shall have authority to issue is Five Rundred Fifty (550) common shares having a par value of \$100.00 each.

"SEVENTH: The manner of converting the shares of the constituent corporations into shares of the surviving corporation shall be as follows:

*On presentation and delivery by the sole stockholder of Sohio Pipe, for cancellation, of the certificates representing the Two Hundred Fifty (250) sheres of common stock without par value of Sohio Pipe, said shares shall be cancelled and the surviving corporation shall issue to said sole stockholder Two Hundred Fifty (250) shares of authorized \$100.00 par value common stock of said surviving corporation and shall deliver to said

sole stockholder a certificate representing such new shares.

"On presentation and delivery by the sole stockholder of Michigan-Toledo, for cancellation, of the certificates representing the One Thousand (1,000) voting common shares without par value and the One Thousand (1,000) non-voting common-shares without par value of said corporation, said shares shall be cancelled and the surviving corporation shall issue to said sole stockholder Two Hundred Sixty (260) shares of authorised \$100.00 par value common stock of said surviving corporation, and shall deliver to said sole stockholder the certificate representing such new shares."

- 2. That on the same date, October 22, 1941, pursuant to Section 81 of the Corporation Law of Delaware, a written consent to the above amendment was given by The Standard Oil Company, an Ohio corporation, which is sole stockholder of said Sohio Pipe Line Company, and was, immediately previous to the effective date of said Agreement of Merger, the sole stockholder of said Michigan-Toledo Pipe Line Company.
- 3. That said amendment was thereby duly adopted by said

 Sohio Pipe Line Company, in ascordance with the pro
 Visions of Section 26 of the Delaware Corporation Law.
- 4. That the capital of said Sohio Pipe Line Company will not be reduced by reason of said amendment.

IN WITHESS WHEREOF, we have hereunto set our hands

and the seal of said corporation this 11th day of November

1941.

Programa

Sohio Pipe Line Company

Secretary

Sohio Pipe Line Company

STATE OF OHIO

SS

COUNTY OF CUYAHOGA:

Before me, a Notary Public in and for said County and State, personally appeared the above-named W. T. Holliday President of Schio Pipe Line Company, who acknowledged that he signed the foregoing instrument and that the same is high free act and deed, and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Cleveland, Chio, this 11th day of November , 1941.

Notary Public

BUFUS S. DAY, JR., Godery Fublic My commission expires Jan. 10, 12.

CERTIFICATE OF AMENDMENT

We, W. T. HOLLIDAY, President, and C. D. BRUWN, Secretary, of SCHIO PIPE LINE CCMPANY, a Delewere correction, hereby certify:

1. That at a meeting of the Board of Directors of said Corporation duly called and held on December 31, 1941, at which meeting a quorum of the Directors was present and voting, a resolution, of which the following is a true and correct copy, was unanimously adopted, and is in full force and effect on this date:

"RESOLVED, that the action of the Board of Directors of this Company taken at the meeting of the Board of Directors held Getober 22, 1941 declaring it advisable to emend and amending Articles SIATH and SEVERTH of the Agreement of Marger between this Corporation and Michigan-Toledo Pipe Line Company, a Delaware corporation, dated December 24, 1940, be and the same is hereby rescinded and cancelled.

"FURTHER RESOLVED, That this Board of Directors hereby authorizes and directs the President or any Vice President and the Secretary or any Assistant Secretary of this Company to execute in the name of and on behalf of the Company and to file with the Secretary of the State of Delaware a certificate reciting that Articles SIXTH and SEVENTH of the aforesaid Agreement of Berger be and the same are hereby amended to read in all respects as originally set forth therein, i.e., as follows:

which the surviving corporation shall have authority to issue is, inclusive of the Two hundred and Fifty (250) common shares without par value already issued, Five hundred and Fifty (550) common shares without par value.

"SEVENTH: The manner of converting the shares of the constituent corporations into shares of the surviving corporation shall be as follows:

- "'The Two hundred and Fifty (250) shares of common stock without pervalue of Sohio Pipe, already issued and outstanding, shall remain unchanged and outstanding and shall constitute outstanding shares of the surviving corporation.
- **On presentation and delivery by the sole stockholder of Michigan- Toledo, for cancellation, of the certificates representing the One Thousand (1,000) voting common shares without par value and the One Thousand (1,000) non-voting common shares without par value, of said corporation, said shares shall be cancelled and the surviving corporation shall issue to said sole stockholder Two Hundred and Sixty (260) shares of authorized but unissued common stock without par value of said surviving corporation, and shall deliver to said sole stockholder a certificate representing such new shares.*
- 2. That on the same date, December 31, 1941, pursuant to Section 81 of the Corporation Law of Delaware a written consent to the above amendment and to the adoption of the above resolution was given by The Standard Oil Company (an Ohio corporation), which is and on said date was the sole stockholder of Sohio Pipe Line Company, and which was immediately previous to the effective date of said Agreement of Lerger the sole stockholder of said Michigan-Tolodo Pipe Line Company.
- 3. That said amendment was only adopted by said Schio Pipe Line Company in accordance with the provisions of Section 26 of the Delaware Corporation 14w.
- 4. That the capital of said Sonio Pice Line Company will not be reduced by reason of said amendment.

IE WITMESS AFFRECE, we have hereunto set our hands and

the seal of said Corporation this 31st day of December,

1941.

50110 P/O

President, Sonio Pipe Line Company

Secretary, Sohio Pipe Line Company

STATE OF OHIO,

COUNTY OF CUYAMICGA.

Before me, a Notery Public in end for said County and State, personally appeared the above-nemed W. T. Holliday, President, and C. D. Brown, Secretary of Sonio Pipe Line Company, who acknowledged that they signed the foregoing instrument and that the same is their free act and deed, and the free act and deed, and the free act and deed of said corporation.

IN TESTIFONY WEERFOF, I have hereunto set my hand and official seal at Cleveland, Unio this 3/2 day of December, 1941.

11. E. newcomer

729,50

AGREEMENT OF MERCER

THIS AGREEMENT OF MERGER, dated December 26 1950, made by and between Sohio Pipe Line Company, a Delaware corporation, hereinafter referred to as the "Surviving Corporation", and Sohio Western Pipelines, Inc., an Ohio corporation, hereinafter referred to as "Western",

WITNESSETH THAT,

WHEREAS, the aforesaid corporations deem it advisable that Western merge into the Surviving Corporation, which shall continue to be known as "Sohio Pipe Line Company", and that said Surviving Corporation merge into itself Western, as authorized by the statutes of the State of Delaware and the statutes of the State of Ohio, under and pursuant to the terms and conditions set forth hereinafter; and

WHEREAS, said Surviving Corporation has heretofore been duly organized under and by virtue of the General Corporation Law of the State of Delaware under the name of Clay City Pipe Line Company, a certificate of incorporation for which was filed in the office of the Secretary of State on October 18, 1937, and recorded in the office of the Recorder of Deeds for the County of New Castle on October 18, 1937, and an amendment to which certificate of incorporation changing the name of said corporation to Schio Pipe Line Company was filed in the office of said Secretary of State on June 23, 1939, and recorded in the office of the Recorder of Deeds for the County of New Castle on June 23, 1939; and

WHEREAS, said Surviving Corporation was a party to an agreement of merger entered into by and between it and Michigan-Toledo Pipe Line Company, a Delaware corporation, which said agreement of merger was filed in the office of the Secretary of State on December 26, 1940, and recorded in the office of the Recorder of Deeds for the County of New Castle on December 26, 1940, amended by a certificate of amendment filed in the office of the Secretary of State on November 25, 1941 and recorded in the office of the Recorder of Deeds for the County of New Castle on January 2, 1942, and further amended by a Certificate of Amendment filed in the office of the Secretary of State on January 2, 1942, and recorded in the office of the Recorder of Deeds for the County of New Castle on January 2, 1942; and

WHEREAS, said Surviving Corporation has an authorized capital stock consisting of five hundred fifty (550) shares of common stock, without par value, of which five hundred ten (510) shares are now issued and outstanding; and

WHEREAS, Western has heretofore been duly organized under and by virtue of the General Corporation Act of the State of Ohio, a certificate of incorporation of which corporation was filed in the office of the Secretary of State of Ohio on October 30, 1944, and recorded in Volme 497, page 223 of the Records of Incorporations; and

WHEREAS, Western has an authorized capital consisting of ten thousand (10,000) shares of common stock, having a par value of One Dollar (\$1,00) each, of which five thousand one hundred ninety-five (5,195) shares are now issued and outstanding; and

WHENEAS, the principal office of the Surviving Corporation in the State of Delaware is located at 100 West Tenth Street, City of Wilmington, County of New Castle, and the name and address of its resident agent is Corporation Trust Company, 100 West Tenth Street, Wilmington, Delaware; and

WHEREAS, the principal offices of the Surviving Corporation and of Western are Eidland Building, Cleveland, Cuyahoga County, Ohio, and the name and address of the resident agent of Western in the State of Ohio is A. E. Wolf, Midland Building, Cleveland, Ohio;

NOW, THEREFORE, the afcressid corporations, parties to this Agreement, by and between their respective boards of directors and duly authorized officers HAVE AGREED and DO AGREE each with the other that the Surviving Corporation merge into itself, Western, and that Western be merged into the Surviving Corporation, pursuant to the laws of the State of Delaware and to the laws of the State of Chio in such cases made and provided, and do hereby agree upon and prescribe the terms and conditions of said merger and of carrying the same into effect, and that the within Agreeme which shall constitute under the laws of Delaware, the Certificate of Incorporation of the Surviving Corporation.

ARTICLE I

The Surviving Corporation hereby merges into itself, Western, and Western is hereby merged into the Surviving Corporation, and each of the parties hereto hereby agrees and prescribes that the laws which shall continue to govern the Surviving Corporation, Schio Pipe Line Company, shall be the laws of the State of Delaware, and that the name of such Surviving Corporation, unless and until changed in the manner provided by law, shall continue to be "Schio Pipe Line Company".

ARTICLE II

The principal office of the Surviving Corporation in the State of Delaware is and shall be located at 100 West Tenth Street, City of Wilnington, County of New Castle, and the name and address of its resident agent is and shall be the Corporation Trust-Company, No. 100 West Tenth Street, Wilmington, Delaware.

ARTICLE III

The nature of the business and object and purposes to be transacted, romoted or carried on by the Surviving Corporation are as follows:

(1) To lay, construct, maintain, own, lease, purchase and operate a pipe line or pipe lines.

0046

- (2) To transport for hire, by means of such pipe line or pipe lines, oil, crude petroleum, and all products derived therefrom or similar thereto, natural and artificial gas, casinghead gasoline and any other liquids or gases.
- (3) To purchase or otherwise acquire, own, lease, occupy and use rights of way and such other property, real and personal, as may be incidental to, necessary for or useful in the establishment, maintenance, operation and conduct of such business.
- (4) To acquire, own, lease, construct, maintain and operate pumping stations, compressing stations, storage stations, boosters, private telephone and telegraph lines, and all other facilities incidental to, necessary for or useful in carrying out the objects and purposes above set forth.
- (5) To acquire, and pay for in cash, stocks or bonds of this corporation or otherwise, the good-will, rights, assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, firm, association or corporation.
- (6) To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trademarks and trade names, relating to or useful in connection with any business of this corporation.
- (7) To guarantee, purchase, hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of shares of the capital stock of, or any bonds, securities or evidences of indebtedness created by any other corporation or corporations organized under the laws of this State or any other state, country, nation or government, and while the owners thereof, to exercise all the rights, powers and privileges of ownership, including the right to vote thereon.
- (8) To enter into, make and perform contracts of every kind and description with any person, firm, association, corporation, municipality, county, state, body politic or government or colony or dependency thereof.

- (9) To borrow or raise moneys for any of the purposes of the corporation and, from time to time, without limit as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidence of indebtedness, and to secure the payment of any thereof and of the interest thereon by mortgage upon or pledge, conveynance or assignment in trust of the whole or any part of the property of the corporation, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such bonds or other obligations of the corporation for its corporate purposes.
- (10) To purchase, hold, sell and transfer the shares of it can capital stock; provided it shall not use its funcs or properties for the purchase of its own shares of capital stock when such use would cause any impairment of its capital except as otherwise permitted by law, and provided further that shares of its own capital stock belonging to it shall not be voted upon directly or indirectly.
- (11) To have one or more offices, to carry on all or any of its operations and business and without restriction or limit as to amount to purchase or otherwise acquire, hold, own, mortgage, sell, convey, or otherwise dispose of real and personal property of every class and description in any of the States, Districts, Territories or Colonies of the United States, and in any and all foreign countries, subject to the laws of such State, District, Territory, Colony or Country.
- (12) In general, to carry on any other business in connection with the foregoing, and to have and exercise all the powers conferred by the laws of Delaware upon corporations formed under the act hereinafter referred to, and to do any or all of the things hereinbefore set forth to the same extent as natural persons might or could do.

The objects and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in no wise limited or restricted by-reference to, or inference from, the terms-of-any other clause in this Agreement of Merger, but the objects and purposes specified in each of the foregoing clauses of this Article shall be regarded as independent objects and purposes.

ARTICLE IV

The total number of shares of stock which the Surviving Corporation shall have authority to issue is twenty thousand (20,000) common shares, having a par value of Ten Dollars (\$10) each.

ARTICLE V

The manner of converting the shares of the constituent corporations into the shares of the Surviving Corporation shall be as follows:

- (a) in exchange and in substitution for and in the extinguishment of all of the Surviving Corporation's presently outstanding five hundred ten (510) shares of common stock without par value, there shall be issued 14,765 shares of stock of the Surviving Corporation having par value of Ten Dollars (\$10) each;
- (b) in exchange and in substitution for and in extinguishment of all of Western's presently outstanding 5,195 shares of common stock having par value of One Dollar (\$1) per share, there shall be issued, 1,000 shares of the common stock of the Surviving Corporation having par value of Ten Dollars (\$10) each.

Certificates representing the shares of the Surviving Corporation so to be issued in exchange and substitution will be executed and delivered by the Surviving Corporation to the respective shareholders entitled thereto upon delivery to the Surviving Corporation for cancellation of the particular share certificates representing the presently outstanding shares of either corporate party hereto then held by such shareholder and in accordance with the basis of exchange above provided.

ARTICLE VI

The capital with which the Surviving Corporation will begin business on the effective date of this merger shall be equal to the aggregate par value of the shares issued purguent hereto, or which may thereafter be so issued, in exchange for the shares of the constituent corporations. The difference between (1) the total of the stated capitel of Sohio Pipe Line Corpany as of December 3. 1950, and the capital of Western as of such date, and (2) the capital with which the Surviving Corporation shall begin business as aforesaid, shall be treated as capital surplus of the Surviving Corporation as will the total of the capital surplus appearing on Sohio Pip. Line Com; any's balance sheet as of December 31, 1950, and the capital surplus appearing on Western's balance sheet as of such time. The earned surpluses of Sohio Pipe Line Corpany as indicated by its balance sheet of December 31, 1950 shall be combined with the corresponding earned surpluses of Western as indicated by the balance sheet of December 31, 1950 and the totals so arrived st chall constitute, be treated as, and hereby are declared to be, the earned surpluses of the Surviving Correction upon the effective date of this agreement.

00049

ARTICLE VII

The Surviving Corporation shall have perpetual existence.

ARTICLE VIII

The private property of the stockholders of the Surviving Corporation shall not be subject to the payment of corporate debt to any extent whatever.

ARTICLE IX

The within merger shall be effective as of 12:01 A.M. January 1, 1951 provided this Agreement shall have been filed with the Secretary of State of the State of the Delaware before such time, or upon such filing in the event such filing occurs after such time.

ARTICLE I

The Surviving Corporation shall possess all the rights, privileges, powers and franchises as well of a public as of a private nature and be subject to all the restrictions, disabilities and duties of each of the corporations, parties to this Agreement, and all and singular, the rights, privileges, powers and franchises of each of said corporations and all property, real, personal and mixed and all debts due to each of said corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to each of said corporations shall be vested in the Surviving Corporation; and all property, rights and privileges, powers and franchises and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the several and constituent corporations, and the title to any real estate, whether by deed or otherwise, vested in either of said corporations, parties hereto, shall not revert or be in any way impaired by reason of this merger; provided that all rights of creditors and all liens upon the property of either of said corporations, parties hereto, shall be preserved unimpaired, and all debts, liabilities and duties of Western shall thene 3forth attach to said Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

ARTICLE XI

The by-laws of Schio Pipe Line Company, as amended, shall remain and be the by-laws of the Surviving Corporation, and all resolutions of the Board of Directors or stockholders of Schio Pipe Line Company, now in effect, shall remain in effect as resolutions of the Surviving Corporation until such by-laws or resolutions shall be altered or amended according to the provisions therein, either by the Board of Directors or stockholders of the Surviving Corporation.

The names and addresses of the persons who shall constitute the directors and officers of Schio Pipe Line Company upon the effective date of this merger, and their respective terms of office, are:

Directors

G.	Ħ.	Nevcomer, Hazlett,	Cleveland, Cleveland, Cleveland,	Ohio
J.	D.	Colbert, Harnett, Hutzel.	St. Louis, Cleveland,	Missouri

Officers

President	M. E. Newcomer, Cleveland, Ohio	
Vice Presidents	J. D. Harnett, St. Louis, Missouri J. R. Shipley, Jr., St. Louis, Missouri E. O. Hutsel, Cleveland, Chio.	Ĺ
Treasurer	C. W. Plum, Cleveland, Ohio	
Assistant Treasurer	H. W. Pattison, Cleveland, Ohio. W. E. McKee, St. Louis, Missouri	
Secretary	H. W. Pattison, Cleveland, Ohio.	
Assistant Secretary	E. O. Hutzel, Cleveland, Chio. W. E. McKee, St. Louis, Missouri	

Term of Office

Each of the directors shall hold office until the next annual meeting of the shareholders to be held on the third Tuesday in March of the year 1951, and until their successors are elected and qualified.

Each of the aforesaid officers shall hold his office at the pleasure of the Board of Directors, provided that unless otherwise ordered, each officer shall hold his office until the next annual election of officers to be held at the annual meeting of the Board of Directors following the aforesaid annual meeting of the shareholders and until his successors shall be elected and qualified.

ARTICLE XII

In furtherance, and not in limitation of the powers conferred by statute, the Board of Directors of the Surviving Corporation is expressly authorized:

To make, alter or repeal the by-laws of the corporation to such extent and in such-manner as may be provided by the by-laws.

To authorize and cause to be executed mortgages and liens upon the real and personal property of the corporation.

To set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose or to abolish any such reserve in the manner in which it was created.

By resolution or resolutions, passed by a majority of the whole Board to designate one or more committees, each committee to consist of two or more of the directors of the corporation, which, to the extent provided in said resolution or resolutions or in the by-laws of the corporation shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the corporation, and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be stated in the by-laws of the corporation or as may be determined from time to time by resolution adopted by the Board of Directors.

When and as authorized by the affirmative vote of the holders of a majority of the stock issued and outstanding having voting power given at a stockholders' meeting duly called for that purpose, or when authorized by the written consent of the holders of a majority of the voting stock issued and outstanding, to sell, lease or exchange all of the property and assets of the corporation, including its goodwill and its corporate franchises, upon such terms and conditions and for such consideration, which may be in whole or in part shares of stock in, and/or other securities of, any other corporation or corporations, as its Board of Directors shall deem expedient and for the best interests of the corporation.

The corporation may in its by-laws confer powers upon its Board of Directors in addition to the foregoing, and in addition to the powers and authorities expressly conferred upon it by the statute.

ARTICLE XIII

Whenever a compromise or arrangement is proposed between the Surgining Corporation and its creditors or any class of them and/or between such corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of such corporation or of any creditor or stockholder thereof, for an application of any receiver or receivers appointed for such corporation under the provisions of Section 3883 of the Revised Code of 1915 of such State, or on the application of trustees in dissolution or of any receiver or receivers appointed for such corporation under the provisions of Section 43 of the General Corporation Law of the State of Delaware, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of such corporation, as the case may be, to be summoned in such manner as the said Court directs. If a majority in number representing three-fourths in value of the creditors or class of

creditors, and/or of the stockholders or class of stockholders of such corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of such corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the Court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of such corporation, as the cases may be, and also on such corporation.

ARTICLE XIV

Both stockholders and directors shall have power, if the by-laws so provide, to hold their meetings, and to have one or more offices within or without the State of Delaware and to keep the books of this corporation (subject to the provisions of the statutes), outside of the State of Delaware at such places as may be from time to time designated by the Board of Directors.

ARTICLE XY

Notwithstanding any provisions of the General Corporation Law of the State of Delaware requiring for any specific action a vote, or in the alternative the written consent, of the holders of shares of any class or classes of the Surviving Corporation entitled either by the provisions of this Agreement of Merger or b, law to exercise a percentage of the voting power of such corporation greater than a mujority, any such action on behalf of such corporation may be taken by the vote (or, in cases where the General Corporation Law of the State of Delaware permits a written consent of shareholders as an alternative to a vote, then by written consent) of the holders of shares of such corporation entitling them to exercise a majority only of the voting power of such corporation with respect to such action.

ARTICLE XVI

In the absence of fraud, no contract or other transaction between the Surviving Corporation and any other corporation, and no act of the Surviving Corporation, shall in any way be affected or rescinded by the fact that any of the directors of the Surviving Corporation are pecuniarily or otherwise interested in or are directors or officers of such other corporation.

ARTICLE XVII

If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in the law or any things are necessary or desirable to vest in said Surviving Corporation, according to the terms hereof, the title to any property or rights of Western, the proper officers and directors of said corporation shall and will execute and make all such proper assignments and assurances in the law, and do all things necessary or proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement of Merger.

ARTICLE XVIII

A. E. Wolf, Midland Building, Cleveland 15, Cuyahoga County, Ohio, a natural person and now a resident of said County, is hereby irrevocably appointed, as the person on whom process against Schio-Western Pipelines, Inc. may be served as provided in Section 8623-67 II (4) (a) and (b) of the Chio General Code. No other appointment or designation for the State of Chio is made hereby for the reason that the Surviving Corporation does not seek to become a licensed foreign corporation in the State of Chio by the filling hereof with the Secretary of State of the State of Chio.

ARTICLE XIX

The Surviving Corporation may have the right to amend, alter, change or repeal any provision contained in this Agreement of Merger which could be contained in the certificate of incorporation of a corporation formed under the laws of the State of Delaware in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

ARTICLE IX

The Surviving Corporation shall pay all expenses of carrying this agreement into effect and accomplishing the merger.

IN WITNESS WHEREOF, Sohio Pipe Line Company, pursuant to authority duly given by its Board of Directors, has caused the foregoing Agreement of Me.ger to be executed by a majority of its directors and its corporate seal to be affixed thereto; and the President and Secretary of Sohio-Western Pipelines, Inc., have executed this Agreement of Merger and have affixed the seal of the corporation hereto pursuant to the authority of the Board of Directors of said Sohio-Western Pipelines, Inc. as evidence and certification of the fact that the foregoing

Agreement of Merger has been duly approved and adopted by the Board of Directors of Sohic-bastern Pipelines, Inc.

SOHIO PIPE LINE COMPANY

Soft Labor

A majority of the Hound of Directors

Attests Office Secretary

SOHIO WESTERN PIPELINES, INC.

By ME Mewcomer

President

attest:

Ass D. Setretary

CERTIFICATION AS TO THE MANNER OF ADOPTION BY SOHIO PIPE LINE COMPANY

Delaware corporation, hereby certify as such Secretary and under the seal of maid Corporation that the agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of said Corporation by a majority of the Directors thereof and after having been duly approved by the Board of Directors of Sohio-Mestern Pipelines, Inc., an Ohio corporation, was duly adopted by and the er union thereof by the proper officers of Sohio Pipe Line Company, desuthorized, pursuant to Section 81 of the Delaware Corporation law, by a written consent and

authorization executed by the sole stockholder holding all of the issued and outstanding capital stock of Sohio Pipe Line Company, and that a signed copy of said consent and authorization is attached hereto and made a part of said Agreement of Merger.

Ass't. Secretary - Serio Pipe Ling Company

CERTIFICATION AS TO THE MANNER OF ADOPTION BY SOHIO-WESTERN PIPELINES, INC.

I, E. O. Hutzel, Ass't Secretary of Schio-Western Pipelines, Inc., an Ohio Corporation, hereby certify as such Secretary that the Agreement of Kerger to which this Certificate is attached was duly adopted by the Board of Directors of said Corporation at a meeting thereof duly called and held on December 26, 1950, at which a quorum of the Board was present; and that thereafter by a written instrument executed on December 26, 1950, the sole stockholder of Schio-Western Pipelines, Inc. owning all of the issued and cutstanding capital stock of said Corporation, consented to, approved and authorized the execution of said Agreement by the proper officers of said Corporation.

IN WITNESS WHERFUF, I have hereunto set my hand and affixed the seal of said Corporation this 260 day of December, 1950.

Ass't. Secretary - Solio-Western Pipelines,

The above Agreement of Merger having been executed by a majority of the Board of Directors of Sohio Pipe Line Company and having been approved by the Board of Directors of Sohio-Mestern Pipelines, Inc., and thereafter having been adopted by and the execution of said Agreement having been consented to and authorized by the sole stockholder owning all of the issued and outstanding capital stock of Sohio Pipe Line Company, a Delaware

corporation, and of Schio-Western Pipelines, Inc., an Chio Corporation, the President and Assistant Secretary of each of the corporations, parties to this Agreement of Merger, do now hereby execute this Agreement of Merger under the corporate seals of their respective corporations and by authority of the directors and shareholders thereof, as the respective act, deed, and agreement of each of said corporations, and each of said corporations has caused this Agreement to be signed in its name and behalf by its President and Assistant Secretary and its corporate seal to be hereunto affixed and attested by it: Assistant Secretary on this 26 day of December, 1950.

SOHIO PIPE LINE COMPANY

President

Attest

Ass't. Secretary

SOHIO-WESTERN PIPELINES, INC.

By M. E. newcome

President

Attent

Hut

STATE OF OHIO

) 88.

CUYAHOGA COUNTY

BE IT REMEMBERED that on this 26 day of December, 1950, personally came before me, Richard V. Wellman, a notary public in and for the county and state aforessid, K. E. NEWCOKER, President of Schio-Pipe Line Cospany, a corporation of the State of Delaware, and of Schio-Western Pipelines, Inc., a corporation of the State of Chio, and E. O. Hutzel, Assistant Secretary of each of the aforesaid corporations, who are personally known to me and are personally known to me to be such officers of each of the aforesaid corporations, and who acknowledged that they excuted the aforesaid Agreement of Merger as such officers of each of the

respective corporations, parties to said Agreement of Merger; that the same was the act, deed and agreement of each of the said corporations; and I further certify that the signatures of the said President and the said Assistant Secretary of each of said corporations to the aforesaid Agreement of Merger are in the handwriting of the said President and the said Assistant Secretary of each of the aforesaid corporations; and that the seals affixed on behalf of said corporations, respectively, to the aforesaid Agreement of Merger are the respective common corporate seals of each of said corporations respectively.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of office the day and year aforesaid.

Richard V. Wellman, Notary Public

RICHARD V. WELLLIAN, Notary Public.
My commission expires Nov. 1, 1953.

NINAIO

CONSENT OF AGREEMENT OF MERGER

THE STANDARD OIL COMPANY (OHIO), being the sole owner of all the issued and outstanding shares of SOHIO PIPE LINE COMPANY, a Delaware corporation, hereby consents to and adopts the Agreement of Merger between said Company, and SOHIO-WESTERN PIPELINES, INC., an Chio corporation, which Agreement of Merger was approved and adopted on behalf of said Companies by their respective Boards of Directors the 265 day of December, 1950, and was executed on behalf of SOHIO PIPE LINE COMPANY by its Board of Directors this 265 day of December, 1950.

Dated at Cleveland, Ohio, this _262 day of December, 1950.

THE STANDARD OIL COMPANY (OHIO)

C. J.O.J

President

HEST- Secretary

(Allegania)

CONSENT OF AGREEMENT OF MERCER

THE STANDARD OIL COMPANY (OHIO), being the sole owner of all the issued and outstanding shares of SOHIC-MESTERN PIPELINES, INC., an Ohio corporation, hereby consents to and adopts the Agreement of Merger between said Corporation and SOHIO PIPE LINE COMPANY, a Delaware corporation, which Agreement of Merger was approved and adopted on behalf of said Companies by their respective Boards of Directors the day of December, 1950, and was executed on behalf of SOHIO-MESTERN PIPELINES, INC. by its Board of Directors this 26.5 day of December, 1950.

Dated at Cleveland, Ohio, this 26 day of December, 1950.

THE STANDARD OIL COMPANY (OHIO)

President

Attest Pr. Y. Evens

RIST Secretary

(detail)

AGREEMENT OF MERGER

AGREEMENT OF MERGER, dated this 12 day of February, 1971, pursuant to Section 251 of the General Corporation Law of the State of Delaware, between BP PIPE LINE CORPORATION, a Delaware corporation, and SOHIO PIPE LINE COMPANY, a Delaware corporation.

WITNESSETH:

WHEREAS, all of the constituent corporations desire to merge into a single corporation; and

WHEREAS, said Sohio Pipe Line Company, by its certificate of incorporation which was filed in the office of the Secretary of State of Delaware on October 18, 1937, and recorded in the office of the Recorder of Deeds for the County of New Castle on October 18, 1937, has an authorized capital stock consisting of Twenty Thousand (20,000) shares of common stock Ten Dollars (\$10.00) par value, of which stock Fifteen Thousand Seven Hundred Sixty-Five (15,765) shares of such common stock are now issued and outstanding and such shares shall remain issued and outstanding; and

WHEREAS, said BP Pipe Line Corporation, a corporation organized under the laws of the State of Delaware by its certificate of incorporation which was filed in the office of the Secretary of State of Delaware, on January 30, 1969, and recorded in the office of the Recorder of Deeds for the County of New Castle on January 30, 1969, has an authorized capital stock consisting of One Hundred (100) shares consisting of common stock of the par value of One Hundred Dollars (\$100) each, amounting in the aggregate to Ten Thousand Dollars (\$10,000) of which stock One Hundred (100) shares are now issued and outstanding; and

WHEREAS, the registered office of said Sohio Pipe Line Company in the State of Delaware is located at 100 West Tenth Street in the City of Wilmington, County of New Castle, and the name of its registered agent at such address is The Corporation Trust Company; and the registered office of BP Pipe Line Corporation in the State of Delaware is located at 100 West Tenth Street in the City of Wilmington, County of New Castle, and the name and address of its registered agent is The Corporation Trust Company, 100 West Tenth Street, Wilmington, Delaware.

NOW, THEREFORE, the corporations, parties to this agreement in consideration of the mutual covenants, agreements and provisions hereinafter contained do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: Sohio Pipe Line Company hereby merges into itself BP Pipe Line Corporation, and said BP Pipe Line Corporation shall be and hereby is merged into Sohio Pipe Line Company, which shall be the surviving corporation.

SECOND: The Certificate of Incorporation of Sohio Pipe Line Company, as heretofore amended and as in effect on the date of the merger provided for in this Agreement, shall continue in full force and effect as the Certificate of Incorporation of the corporation surviving this merger.

THIRD: All of the outstanding shares of the capital stock of BP Pipe Line Corporation shall be canceled as of the effective date of the merger.

FOURTH: The terms and conditions of the merger are as follows:

- (a) The bylaws of the surviving corporation as they shall exist on the effective date of this Agreement shall be and remain the bylaws of the surviving corporation until the same shall be altered, amended or repealed as therein provided.
- (b) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.
- (c) This merger shall become effective on March 1, 1971.
- (d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged corporation shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed and all property, rights, and every other interest of the surviving corporation and the merged corporation shall be as effectively the property of the surviving corporation as they

were of the surviving corporation and the merged corporation, respectively. The merged corporation hereby agrees from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the merged corporation and the proper officers and directors of the surviving corporation are fully authorized in the name of the merged corporation or otherwise to take any and all such action.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective boards of directors, have caused these presents to be executed by the Vice President and attested by the Assistant Secretary of each party hereto, and the corporate seal affixed.

BP PIPE LINE CORPORATION

(Corporate Seal)

7.30

Assistant Secretary

SOHIO PIPE LINE COMPANY

Vice President

(Corporate Seal)

ATTESS

Assistant Secretary

00066

OITAB

CERTIFICATION AS TO MANNER OF ADOPTION by SOHIO PIPE LINE COMPANY

I, W. E. MC KEE, Assistant Secretary of SOHIO PIPE LINE COMPANY, a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such Assistant Secretary and under the seal of the said corporation, that the Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of BP Pipe Line Corporation, a corporation of the State of Delaware, was duly adopted pursuant to Section 228 of Title 8 of the Delaware Code of 1953, by the written consent of the sole stockholder-holding all of the shares issued and outstanding having voting power, which Agreement of Merger was thereby adopted as the act of the stockholders of said Sohio Pipe Line Company, and the duly-adopted agreement and act of the said corporation.

WITNESS my hand and seal of said Sohio Pipe Line apany on this // day of February, 1971.

(Corporate Seal)

Assistant Secretary

CERTIFICATION AS TO THE MANNER OF ADOPTION by BP PIPE LINE CORPORATION

I, A. P. MEKEDIS, Assistant Secretary of BP PIPE LINE CORPORATION, a Delaware corporation, hereby certify as such Assistant Secretary that the Agreement of Merger to which this Certificate is attached was duly adopted by the Board of Directors of said corporation at a meeting thereof duly called and held on February 1, 1971, at which a quorum of the Board was present; and that thereafter by a written instrument executed on February / 1971, the sole stockholder of BP Pipe Line Corporation, owning all of the issued and outstanding capital stock of said corporation, consented to, approved and authorized the execution of said Agreement by the proper officers of said corporation.

affixed the seal of said corporation this // day of February, 1971.

()()67 (Corporate Suf)

Assistant Secretary

THE ABOVE AGREEMENT OF MERGER, having been executed on behalf of each corporate party thereto, and having been adopted separately by each corporate party thereto, in accordance with the provisions of the General Corporation Law of the State of Delaware, the President of each corporate party thereto does now hereby execute the said Agreement of Merger and the Assistant Secretary of each corporate party thereto does now hereby attest the said Agreement of Merger under the corporate seals of their respective corporations, by authority of the directors and stockholders thereof, as the respective act, deed and agreement of each of said corporations, on this 12 4 day of February, 1971.

BP PIPE LINE CORPORATION

(Corporate Seal)

ar mekedis

Seal)

Assistant Secretary

SOHIO PIPE LINE COMPANY

Vice President

Assistant Secretary

00068

STATE OF OHIO) ss. COUNTY OF CUYAHOGA)

BE IT REMEMBERED that on this day of February, 1971, personally came before me, a Notary Public in and for the County and State aforesaid, F. G. HAUSMANN, Vice President of SOHIO PIPE LINE COMPANY, a corporation of the State of Delaware, and P. D. PHILLIPS, Vice President of BP PIPE LINE CORPORATION, a corporation of the State of Delaware, and they duly executed said Agreement of Merger before me and acknowledged the said Agreement of Merger to be their act and deed and the act and deed of each of said corporations and the facts stated therein are true; and that the seals affixed to said Agreement of Merger and attested by the Assistant Secretaries of said corporations are the respective common corporate seals of each of said corporations.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

Hotary Public

GEORGE J. DUNN, Attorney at 12"
Notary Public, STATE OF OH.O
Non-Expiring Commission

P. O. C. O.

CONSENT TO AGREEMENT OF MERGER

THE STANDARD OIL COMPANY, an Ohio corporation, being the sole owner of all the issued and outstanding shares of BP PIPE LINE CORPORATION, a Delaware corporation, hereby consents to and adopts the Agreement of Merger between said corporation and SOHIO PIPE LINE COMPANY, a Delaware corporation, which Agreement of Merger was approved and adopted on behalf of said companies by their respective Boards of Directors the 12 day of February, 1971, and was executed on behalf of BP PIPE LINE CORPORATION this 12 day of February, 1971.

Dated at Cleveland, Ohio, this 12 day of February,

1971.

THE STANDARD OIL COMPANY

Assistant Secretary

CONSENT TO AGREEMENT OF MERCER

THE STANDARD OIL COMPANY, an Ohio corporation, being the sole owner of all the issued and outstanding shares of SOHIO PIPE LINE COMPANY, a Delaware corporation, hereby consents to and adopts the Agreement of Merger between said corporation and BP PIPE LINE CORPORATION, a Delaware corporation, which Agreement of Merger was approved and adopted on behalf of said companies by their respective Boards of Directors the // day of February, 1971, and was executed on behalf of SOHIO PIPE LINE COMPANY this day of February, 1971.

Dated at Cleveland, Ohio, this 12 day of February,

THE STANDARD OIL COMPANY

ate Seal)

736358076

CERTIFICATE OF AMENDMENT

FILED

OF

DEC 24 1986 1047

CERTIFICATE OF INCORPORATION

* * * * * * * * * * *

Muh Hole

Solio Pipe Line Company, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Company"), DOES HEREBY CERTIFY:

First: That the Board of Directors of the Company, at a meeting duly called and held and at which a quorum was present and acting throughout, adopted resolutions approving the following amendment to the Certificate of Incorporation of the Company and recommending adoption of the same to the sole Stockholder of the Company:

RESOLVED, that the Certificate of Incorporation of the Company be, and the same hereby is, amended by deleting in its entirety Article FIRST thereof and inserting in lieu thereof a new Article FIRST reading as follows:

"First: The name of the Company is Sohio Alaska Pipeline Company";

FURTHER RESOLVED, that the foregoing amendment be, and it hereby is, recommended to the sole Stockholder of the Company for adoption; and

FURTHER RESOLVED, that upon adoption of the foregoing amendment to the Certificate of Incorporation by the sole Stockholder, the President, any Vice President and Secretary or any Assistant Secretary of the Company be, and each hereby is, authorized and directed to execute a Certificate of Amendment of the Certificate of Incorporation of the Company setting forth the foregoing resolution adopting an Amended Article FIRST and to cause such Certificate to be filed with the Secretary of State of Delaware and recorded with the Recorder of Deeds of New Castle County.

Second: That in lieu of a meeting and in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware, the sole Stockholder has, by written consent, adopted the foregoing amendment.

Third: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, Sohio Pipe Line Company has caused this Certificate to be signed by L. C. Thomas, its Vice Pres-

ident, and attested by W. H. Clifton, its Secretary, this 23 of

Sohio Pipe Line Company

L. C. Thomas, Vice President

Attest:

W. H. Clifton, Secretary

44:13(kb)

FILED DEC 23 1987 OF

CERTIFICATE OF MERGER OF BP PIPELINES INC. INTO SOHIO ALASKA PIPELINE COMPANY

Muh Hole

Sohio Alaska Pipeline Company ("SAPC"), a corporation organized and existing under the laws of the State of Delaware, does hereby certify:

FIRST: That the name and state of incorporation of each constituent corporation of the merger is as follows:

Name

State of Incorporation

BP Pipelines Inc.

Delaware

Sohio Alaska Pipeline Company

Delaware

SECOND: That an agreement of merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of subsection (c) of Section 251 of the General Corporation Law of the State of Delaware.

THIRD: That the name of the surviving corporation of the merger is Sohio Alaska Pipeline Company.

FOURTH: That the Certificate of Incorporation, as amended, of Sohio Alaska Pipeline Company, a Delaware corporation, which will survive the merger, shall be the Certificate of Incorporation of the surviving corporation.

FIFTH: That the executed Agreement of Merger is on file at the principal place of business of the surviving corporation. The address of the principal place of business of the surviving corporation is 200 Public Square, Cleveland, Ohio 44114-2375.

SIXTH: That a copy of the Agreement of Merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation.

SEVENTH: That the Certificate of Merger shall be effective on January 1, 1988 (the "Effective Date").

Dated: December 15, 1987

Sohio Alaska Pipeline Company

Ву __

Vice President

Attest:

By S. A. Chitty
Assistant Secretary

60:019a

73906000 CERTIFICATE OF AMENDMENT

FILED

OF

MAR 1 1989

CERTIFICATE OF INCORPORATION

* * * * * * * * * * * *

July John __

Sohio Alaska Pipeline Company, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify:

FIRST: That in lieu of a meeting and in accordance with provisions of Section 228 of the General Corporation Law of the State of Delaware, the stockholder has, by written consent, adopted the following amendment to the Certificate of Incorporation, as amended:

"RESOLVED, that the Certificate of Incorporation, as amended, of the Company be, and the same hereby is, amended by deleting in its entirety Article FIRST thereof and inserting in lieu thereof a new Article FIRST reading as follows:

'FIRST: The name of the corporation is BP Pipelines (Alaska) Inc.'; and

FURTHER RESOLVED, that the President, or any Vice President and the Secretary or Assistant Secretary of the Company be, and each hereby is, authorized and directed to execute a Certificate of Amendment of Certificate of Incorporation, as amended, of the Company setting forth the foregoing resolution adopting an amended Article FIRST and to cause such Certificate to be filed with the Secretary of State of Delaware and recorded with the Recorder of Deeds of New Castle County."

SECOND: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

* * * * * * * * * * * *

IN WITNESS WHEREOF, Sohio Alaska Pipeline Company, has caused this Certificate to be signed by W. D. Vanderbilt, its Vice President and attested by S. L. Chitty, its Secretary, this Land day of February, 1989.

Sohio Alaska Pipeline Company

W. D. Vanderbilt, Vice President

ATTEST:

S. L. Chitty, Secretary

Mich0369.cer

Office of the Secretary of State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT "BP PIPELINES (ALASKA) INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE NOT HAVING BEEN CANCELLED OR DISSOLVED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.

THE FOLLOWING DOCUMENTS HAVE BEEN FILED:

CERTIFICATE OF INCORPORATION, FILED THE EIGHTEENTH DAY OF OCTOBER, A.D. 1937, AT 9 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "CLAY CITY PIPE LINE COMPANY" TO "SOHIO PIPE LINE COMPANY", FILED THE TWENTY-THIRD DAY OF JUNE, A.D. 1939, AT 11 O'CLOCK A.M.

CERTIFICATE OF AGREEMENT OF MERGER, FILED THE TWENTY-SIXTH DAY OF DECEMBER, A.D. 1940, AT 1 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE TWENTY-FIFTH DAY OF NOVEMBER, A.D. 1941, AT 1 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE SECOND DAY OF JANUARY,
A.D. 1942, AT 1 O'CLOCK P.M.

CERTIFICATE OF AGREEMENT OF MERGER, FILED THE TWENTY-NINTH

DAY OF DECEMBER, A.D. 1950, AT 9 O'CLOCK A.M.

Warriet Smith Windson, Secretary of State

0361528 8310

010069509

AUTHENTICATION: 0967747

DATE: 02-12-01

State of Delaware

Office of the Secretary of State

PAGE 2

CERTIFICATE OF AGREEMENT OF MERGER, FILED THE NINETEENTH DAY OF FEBRUARY, A.D. 1971, AT 10 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "SOHIO PIPE LINE COMPANY" TO "SOHIO ALASKA PIPELINE COMPANY", FILED THE TWENTY-FOURTH DAY OF DECEMBER, A.D. 1986, AT 10 O'CLOCK A.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-THIRD DAY OF DECEMBER, A.D. 1987, AT 10 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF JANUARY, A.D. 1988.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "SOHIO ALASKA PIPELINE COMPANY" TO "BP PIPELINES (ALASKA) INC.", FILED THE FIRST DAY OF MARCH, A.D. 1989, AT 10 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID
CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE
AFORESAID CORPORATION.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

Warret Smith Windson, Secretary of State

0361528 8310 AUTHENTICATION: 0967747

010069509 DATE: 02-12-01

Federal Supplemental Question Ib



BP Pipelines (Alaska) Inc. 900 East Benson Boulevard P.O. Box 190848 Anchorage, Alaska 99519-0848 (907) 561-5111

BP PIPELINES (ALASKA) INC.

CERTIFICATE OF SECRETARY

The undersigned, being the duly qualified and acting Secretary of BP Pipelines (Alaska) Inc., a Delaware corporation (the "Company"), does hereby certify that attached as Exhibit A is a true and accurate copy of the duly adopted bylaws of the Company, which bylaws are in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company at Anchorage, Alaska, this 13th day of February 2001.

Name: G.D. A. Brebner

Title: Secretary of BP Pipelines (Alaska) Inc.

STATE OF ALASKA) ss: THIRD JUDICIAL DISTRICT

BEFORE ME, the undersigned, a Notary Public in and for the State of Alaska, Third Judicial District, on this day personally appeared G.D.A. Brebner, known to me to be the person whose name is subscribed to the foregoing instrument, who being duly sworn, did say that he is the Secretary of BP Pipelines (Alaska) Inc., a Delaware corporation, and acknowledged to me that he executed said instrument as his free act and deed in said capacity, and as the free act and deed of said corporation, and that the affixed seal is the corporate seal of said corporation.

GIVEN under my hand and seal of office this $28^{\tau ti}$ day of February 2001;

Notary Public in and for the State of Alaska

My commission expires on: 01/13/2004



BP Pipelines (Alaska) Inc. 900 East Benson Boulevard P.O. Box 190848 Anchorage, Alaska 99519-0848 (907) 561-5111

EXHIBIT A TO CERTIFICATE OF SECRETARY

Bylaws

SOHIO PIPE LINE COMPANY ACTION OF SOLE STOCKHOLDER WITHOUT A MEETING

The undersigned, being the holder of all of the issued and outstanding stock of Sohio Pipe Line Company, a Delaware corporation (the "Company"), does hereby take the following action and adopt the following resolution in writing and without a meeting pursuant to Section 228 of the General Corporation Law of Delaware:

Amended and Restated By-Laws

RESOLVED, that the Amended and Restated By-Laws of the Company, attached hereto as Exhibit A, be, and they hereby are, adopted.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on December 2, 1986.

The Standard Oil Company

GRES0778 act

AMENDED AND RESTATED

BY-LAWS

of

SOHIO PIPE LINE COMPANY

ARTICLE I Meetings of Stockholders

Section 1. Annual Meeting. The annual meeting of the stockholders for the election of Directors and for the transaction of any other proper business, notice of which was given in the notice of the meeting, shall be held each year at such time, date and place as may be fixed by the Board of Directors and stated in the notice of the meeting.

Section 2. Special Meetings. A special meeting of the stockholders for any purpose or purposes, unless otherwise provided by law or in the Certificate of Incorporation of the Company as from time to time amended (hereinafter called the "Certificate of Incorporation"), may be called at any time by the Chairman, President or a majority of the Board of Directors and shall be called by the Secretary upon the request of a stockholder or stockholders holding of record a majority of the outstanding shares of any class of stock of the Company entitled to vote at such meeting.

Section 3. Place of Meeting. Each meeting of stockholders of the Company for the election of directors shall be held at the principal office of the Company whether within or without the State of Delaware or as otherwise fixed by the Board of Directors and specified in the notice or waiver of notice of said meeting. A special meeting of stockholders shall be held at such place as shall be designated in the notice or waiver of notice of such meeting.

Section 4. Notice of Meetings. Except as otherwise provided by law. notice of each meeting of the stockholders shall be given to each stockholder of record entitled to vote at such meeting not less than 10 nor more than 60 days before the day on which the meeting is to be held, by delivering a written notice thereof to such stockholder personally, or by mailing such notice in a postage prepaid envelope addressed to such stockholder at his address as it appears on the records of the Company. Such notice shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Notice of any adjourned meeting of the stockholders shall not be required to be given if the time and place thereof are announced at the meeting at which the adjournment is taken, except where expressly required by law. At the adjourned meeting, the Company may transact any business which might have been transacted at the original meeting. Any stockholder, either before or after any meeting may waive any notice required to be given by law or under these By-Laws. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 5. Quorum. The presence at any meeting, in person or by proxy, of the holders of record of a majority of the stock of the Company then issued and outstanding and entitled to vote shall be necessary and sufficient to constitute a quorum for the transaction of business. In the absence of a quorum, a majority in interest of the stockholders entitled to vote, present in person or by proxy, or, if no stockholder entitled to vote is present in person or by proxy, any officer entitled to preside or act as secretary of such meeting, may adjourn the meeting from time to time until a quorum shall be present. At any such adjourned meeting at which a quorum may be present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 6. Voting. At each meeting of the stockholders each stockholder holding of record stock of the Company entitled to vote shall be entitled to one vote for each share of such stock held by him and registered in his name on the books of the Company at the time of such meeting unless, pursuant to the provisions of Section 3 of Article V of these By-Laws, a date shall have been fixed as a record date for the determination of stockholders entitled to vote at such meeting. Any stockholder entitled to vote may vote by proxy, provided that the instrument authorizing such proxy to act shall have been executed in writing (which shall include telegraphing, cabling or any other form of electronic transmission) by the stockholder himself or by his duly authorized attorney. At all meetings of the stockholders, all matters (except where other provision is made by statute, by the Certificate of Incorporation or by these By-Laws) shall be decided by the vote of a majority of the stock present in person or by proxy and entitled to vote at the meeting. At each meeting of stockholders for the election of directors the voting for directors shall be by ballot unless otherwise provided in the Certificate of Incorporation.

Section 7. Written Consent. Unless otherwise provided in the Certificate of Incorporation, any action required or permitted by law to be taken at any annual or special meeting of stockholders of the Company, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those—stockholders who have not consented in writing.

ARTICLE II Board of Directors

Section 1. <u>Number</u>. The number of directors of the Company shall be not less than two nor more than 15. The number of directors may be fixed or changed at any annual meeting or at any special meeting called for that

purpose by the affirmative vote of the holders of a majority of the shares represented at the meeting and entitled to vote thereon.

Section 2. <u>Election</u>. Directors shall be elected at the annual meeting of stockholders, but when the annual meeting is not held or directors are not elected thereat, they may be elected at a special meeting called and held for that purpose. At each meeting of stockholders for the election of directors, the persons receiving the greatest number of votes shall be directors. Each director shall hold office until his successor is elected and qualified or until his earlier resignation or removal. None of the directors need to be shareholders of the Company.

Section 3. Resignation. Any director of the Company may resign at any time upon written notice to the Company.

Section 4. Removal of Directors. Any director may be removed, either with or without cause, at any time by the affirmative vote of the holders of record of a majority of the outstanding shares of stock entitled to vote.

Section 5. <u>Vacancies</u>. Vacancies in the Board of Directors may be filled by a majority vote of the remaining directors until an election to fill such vacancies is held. Stockholders entitled to elect directors shall have the right to fill any vacancy in the Board (whether the same has been temporarily filled by the remaining directors or not) at any meeting of the stockholders called for that purpose; any directors elected at any such meeting of stockholders shall serve until the next annual election of directors and until their successors are elected and qualified.

Section 6. Organization Meeting. Within 30 days after each annual election of Directors, the Board of Directors may meet for the purpose of organization, the election of officers and the transaction of other business at the place where regular meetings of the Board of Directors are held. Notice of such meeting need not be given. Such meeting may be held at any other time or place which shall be specified in a notice or waiver of notice given as hereinafter provided for special meetings of the Board of Directors or in a consent signed by all the directors.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such places and at such times as the Board shall by resolution determine. Notice of regular meetings need not be given; however, the Secretary shall give notice of each such resolution to any director who was not present at the time the same was adopted. If any day fixed for a regular meeting shall be a legal holiday at the place where the meeting is to be held, then the meeting which would otherwise be held on that day shall be held at such place at the same hour and on the next succeeding business day not a legal holiday.

Section 8. <u>Special Meetings; Notice</u>. Special meetings of the Board of Directors may be called by the Chairman, President or any two of the directors. Notice of each such meeting shall be mailed to each director, addressed to him at his residence or usual place of business, at least two

days before the day on which the meeting is to be held, or shall be sent to him by telegraph, cable or other form of electronic transmission, or shall be delivered personally or by telephone, at least 24 hours before the time the meeting is to be held. Each such notice shall state the time and place of the meeting but need not state the purposes thereof, except as otherwise herein expressly provided. Notice of any meeting of the Board may be waived, in a writing by any director either before or after such meeting and need not be given to any director who shall be present at such meeting; and any meeting of the Board shall be a legal meeting without any notice thereof having been given, if all of the directors of the Company then in office shall be present thereat.

Section 9. Quorum and Manner of Acting. Except as otherwise provided by statute or by these By-Laws, two directors or one-third of the authorized number of directors, whichever is greater, shall be required to constitute a quorum for the transaction of business at any meeting, and the affirmative vote of a majority of the directors present at the meeting shall be necessary for the adoption of any resolution or the taking of any other action. In the absence of a quorum, the director or directors present may adjourn any meeting from time to time until a quorum is present. Notice of any adjourned meeting need not be given.

Section 10. <u>Written Consent</u>. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board or of such committee, as the case may be, consent thereto in writing and such written consent is filed with the minutes or proceedings of the Board or such committee.

Section 11. <u>Compensation</u>. Directors, as such, shall not receive any stated salary for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular and special meeting of the Board. Nothing herein contained shall be construed so as to preclude any director from serving the Company in any other capacity, or from serving any of its stockholders, subsidiaries or affiliated corporations in any capacity, and receiving proper compensation therefor.

ARTICLE III Officers

Secretary, and a Treasurer, and, in its discretion, a Chairman of the Board of Directors, one or more Vice Chairmen of the Board of Directors and one or more Vice Presidents. The Board of Directors may, from time to time, create such offices, and appoint such other officers, subordinate officers and assistant officers in accordance with the provisions of Section 3 of this Article III. Any two or more offices may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

Section 2. Election, Term of Office and Qualifications. Each officer (except such officers as may be appointed in accordance with the provisions of Section 3 of this Article III) shall be chosen by the Board of Directors at its organization meeting and shall hold his office until his successor shall have been duly chosen and qualified or until his death or until he shall resign or shall have been removed in the manner provided in Section 4 of this Article III.

Section 3. <u>Subordinate Officers</u>. The Board of Directors may appoint from time to time other officers or agents, including one or more Assistant Treasurers and one or more Assistant Secretaries, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these By-Laws or as the Board of Directors may determine from time to time. The Board of Directors may delegate to any officer the power to appoint any such subordinate officers or agents and to prescribe their respective terms of office, authorities and duties.

Section 4. Removal. The officers specifically designated in Section 1 of this Article III may be removed, either with or without cause, at any meeting of the Board of Directors called for that purpose. The officers and agents appointed in accordance with the provisions of Section 3 of this Article III may be removed, either with or without cause, at any meeting of the Board of Directors or by any superior officer or agent upon whom such power of removal shall have been conferred by the Board of Directors.

Section 5. Resignations. Any officer may resign at any time upon written notice to the Company.

Section 6. <u>Vacancies</u>. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled for the unexpired portion of the term in the manner prescribed by these By-Laws for the regular election or appointment to such office.

Section 7. Chairman of the Board. The Chairman of the Board, if one be elected, shall have such authority and perform such duties as the Board may determine. In case of disability or absence of the President, or in case a vacancy exists in the Office of the President, the Chairman of the Board shall perform all the duties and possess all the authority of the President.

Section 8. <u>Vice Chairman or Vice Chairmen of the Board</u>. The Vice Chairman or Vice Chairmen of the Board, if elected, shall have such authority and perform such duties as the Board may determine. In case of disability or absence of the Chairman of the Board, or in case a vacancy exists in the Office of the Chairman of the Board, the Vice Chairman designated by the Board of Directors shall perform all the duties and possess all the authority of the Chairman of the Board. Any Vice Chairman shall perform such other duties and may exercise such other powers as may be assigned to him from time to time by these By-Laws or by the Board of Directors.

Section 9. <u>President</u>. Unless otherwise determined by the Board, the President shall be the chief executive officer of the Company, and, subject to the control of the Board of Directors, shall have general charge of the business, affairs and property of the Company, and control over its several officers. The President shall do and perform such other duties and may exercise such other powers as may be assigned to him from time to time by these By-Laws or by the Board of Directors.

Section 10. <u>Vice President(s)</u>. At the request of the President or in his absence or disability, the Vice President designated by the President (or in the absence of such designation, the Vice President designated by the Board or Directors) shall perform all the duties of the President, and when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President shall perform such other duties and may exercise such other powers as may be assigned to him from time to time by these By-Laws or by the Board of Directors or the President.

Section 11. <u>Secretary</u>. The Secretary shall keep all the proceedings of stockholders and directors of the Company and make a proper record of the same which shall be attested by him, and attend to the giving and serving of all notices of meetings of the stockholders or directors. He shall keep such books and records as may be required by the Board of Directors and generally shall perform such duties as may be required of him by the directors.

Section 12. Treasurer. Except as otherwise directed by the Board of Directors or President, the Treasurer shall receive and have charge of all money, bills, notices, bonds and similar property belonging to the Company, and shall do with the same as may be ordered by the Board of Directors. He shall keep such financial accounts as may be required and shall generally perform such duties as may be required of him by the directors. On the expiration of his term of office, he shall turn over to his successor or to the Board of Directors all property, books, papers and money of the Company in his hands. If required by the Board of Directors, he shall give bond to the Company in a sum and with one or more sureties satisfactory to the Board for the faithful performance of the duties of his office.

Section 13. Assistant Secretaries and Assistant Treasurers. The Assistant Secretaries and Assistant Treasurers shall have such duties as may be assigned to them from time to time by the Board of Directors or by the President or, in the case of an Assistant Secretary, by the Secretary, or, in the case of an Assistant Treasurer, by the Treasurer. —

Section 14. <u>Salaries</u>. The salaries of the officers and agents of the Company may be determined from time to time by the Board of Directors, except that the Board of Directors may delegate to any person the power to fix the salaries or other compensation of any officers and agents appointed in accordance with the provisions of Section 3 of this Article III.

Section 15. <u>Surety Bonds</u>. If the Board of Directors shall so require, any officer or agent of the Company shall execute and deliver to the

Company a bond in such sum and with such surety or sureties as the Board of Directors may direct, conditioned upon the faithful performance of his duties to the Company, including responsibility for negligence and for the accounting for all property, funds or securities of the Company which may come into his hands.

ARTICLE IV Contracts, Loans, Checks, Deposits, Etc.

Section 1. <u>Contracts, Checks, etc.</u> All contracts and agreements authorized by the Board of Directors, and all checks, drafts, bills of exchange or other orders for the payment of money, issued in the name of the Company, shall be signed by such person or persons and in such manner as may from time to time be designated by the Board of Directors, which designation may be general or confined to specific instances; and unless so designated by the Board of Directors or in these By-Laws, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable pecuniarily for any purpose or for any amount.

Section 2. Loans. No loan shall be contracted on behalf of the Company, and no evidence of indebtedness shall be issued in its name, unless authorized by the Board of Directors. Such authorization may be general or confined to specific instances. Loans so authorized by the Board of Directors may be effected at any time for the Company from any bank, trust company or other institution, or from any firm, corporation or individual. All bonds, debentures, notes and other obligations or evidences of indebtedness of the Company issued for such loans shall be made, executed and delivered as the Board of Directors shall authorize. When so authorized by the Board of Directors any part of or all the properties, including contract rights, assets, business or good will of the Company, whether then owned or thereafter acquired, may be mortgaged, pledged, hypothecated or conveyed or assigned in trust as security for the payment of such bonds, debentures, notes and other obligations or evidences of indebtedness of the Company, and of the interest thereon, by instruments executed and delivered in the name of the Company.

Section 3. <u>Deposits</u>. All funds of the Company not otherwise employed shall be deposited from time to time to the credit of the Company in such banks, trust companies or other depositaries as the Board of Directors may select. The Board of Directors may make such special rules and regulations with respect to such bank accounts, not inconsistent with the-provisions of these By-Laws, as it may deem expedient. For the purpose of deposit and for the purpose of collection for the account of the Company, checks, drafts and other orders for the payment of money which are payable to the order of the Company shall be endorsed, assigned and delivered by such person or persons and in such manner as may from time to time be designated by the Board of Directors.

Section 4. Proxies in Respect of Securities of Other Corporations. Unless otherwise provided by resolution adopted by the Board of Directors,

the President or any Vice President or Secretary may from time to time appoint an attorney or attorneys, or an agent or agents, to exercise in the name and on behalf of the Company the powers and rights which the Company may have as the holder of stock or other securities in any other corporation to vote or to consent in respect of such stock or other securities; and the President or any Vice President or Secretary may instruct the person or persons so appointed as to the manner of exercising such powers and rights and the President or any Vice President may execute or cause to be executed in the name and on behalf of the Company and under its corporate seal, or otherwise, all such written proxies, powers of attorney or other written instruments as he may deem necessary in order that the Company may exercise such powers and rights.

ARTICLE V Shares and Their Transfer

Section 1. Certificates of Stock. Every stockholder shall be entitled to have a certificate certifying the number of shares of stock of the Company owned by him, signed by, or in the name of the Company by the Chairman or any Vice Chairman of the Board of Directors or the President or any Vice President and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the Company (except that when any such certificate is countersigned by a transfer agent other than the Company or its employee the signatures of any such officers may be facsimiles). Such certificates shall be transferable on the stock books of the Company in person or by attorney, but, except as hereinafter provided in the cases of loss, destruction or mutilation of certificates, no transfer of stock shall be entered until the previous certificate, if any, given for the same shall have been surrendered and cancelled.

Section 2. Lost, Destroyed or Mutilated Certificates. In case of loss, destruction or mutilation of any certificate of stock, another may be issued in its place upon proof of such loss, destruction or mutilation and, if required by the Company, upon the giving of a satisfactory bond of indemnity to the Company in such sum as the Board of Directors may provide.

Section 3. Record Date. The Board of Directors may fix, in advance, a date which shall not be more than 60 nor less than 10 days before the date of such meeting, nor more than 60 days prior to any other action, as a record date for the determination of stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights with respect to any change, conversion or exchange of stock or for the purpose of any other lawful action. If no record date is fixed (a) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business of the day next preceding the day upon which the meeting is held;

(b) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent is expressed; and (c) the date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

ARTICLE VI Corporate Seal

The corporate seal shall be in the form of a circle and shall bear the name of the Company and the year of its incorporation and shall indicate its formation under the laws of the State of Delaware.

ARTICLE VII Fiscal Year

The fiscal year of the Company shall be the calendar year.

ARTICLE VIII Amendments

These By-Laws shall be subject to alteration, amendment, repeal, or the adoption of new By-Laws either by the affirmation vote of a majority of the directors, presently serving, at any organization, regular or special meeting of the Board, or by the affirmative vote of a majority of the stockholders of the Company, present in person or represented by proxy and entitled to vote in respect thereof, given at any annual meeting or at any special meeting at which a quorum shall be present; provided, that in each case notice of the proposed alteration, amendment, repeal, or the proposed new By-Laws be included in the notice of such meeting of the Board or the stockholders, as the case may be.

7:11(kb)

Federal Supplemental Question Ic

State of Alaska Department of Community and Economic Development Division of Banking, Securities and Corporations

CERTIFICATE OF COMPLIANCE

The undersigned, as Commissioner of Community and Economic Development of the State of Alaska, and custodian of corporation records for said state, hereby certifies that BP PIPELINES (ALASKA) INC.

authorized to transact business in Alaska as

BP PIPELINES (ALASKA) INC.

is a corporation organized under the laws of **DELAWARE** and on **FEBRUARY 24**, 1971 qualified as a foreign business corporation authorized to do business in Alaska.

I FURTHER CERTIFY that said corporation is in good standing and has filed all biennial corporate reports due at this time and has paid all biennial corporation taxes and fees due and payable at this time.

No information is available in this office on the financial condition, business activity or practices of this corporation.

IN TESTIMONY WHEREOF, I execute this certificate and affix the Great Seal of the State of Alaska on FEBRUARY 2, 2001

book 6. deduces

Deborah B. Sedwick Commissioner of Community and Economic Development

Office of the Secretary of State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT "BP PIPELINES (ALASKA) INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE NOT HAVING BEEN CANCELLED OR DISSOLVED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.

THE FOLLOWING DOCUMENTS HAVE BEEN FILED:

CERTIFICATE OF INCORPORATION, FILED THE EIGHTEENTH DAY OF OCTOBER, A.D. 1937, AT 9 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "CLAY CITY PIPE LINE COMPANY" TO "SOHIO PIPE LINE COMPANY", FILED THE TWENTY-THIRD DAY OF JUNE, A.D. 1939, AT 11 O'CLOCK A.M.

CERTIFICATE OF AGREEMENT OF MERGER, FILED THE TWENTY-SIXTH DAY OF DECEMBER, A.D. 1940, AT 1 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE TWENTY-FIFTH DAY OF NOVEMBER, A.D. 1941, AT 1 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE SECOND DAY OF JANUARY,
A.D. 1942, AT 1 O'CLOCK P.M.

CERTIFICATE OF AGREEMENT OF MERGER, FILED THE TWENTY-NINTH DAY OF DECEMBER, A.D. 1950, AT 9 O'CLOCK A.M.

THE STATE OF THE S

Darriet Smith Windson Harriet Smith Windson, Secretary of State

0361528 8310

010069509

AUTHENTICATION: 0967747

DATE: 02-12-01

State of Delaware

Office of the Secretary of State

PAGE 2

CERTIFICATE OF AGREEMENT OF MERGER, FILED THE NINETEENTH DAY OF FEBRUARY, A.D. 1971, AT 10 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "SOHIO PIPE LINE COMPANY" TO "SOHIO ALASKA PIPELINE COMPANY", FILED THE TWENTY-FOURTH DAY OF DECEMBER, A.D. 1986, AT 10 O'CLOCK A.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-THIRD DAY OF DECEMBER, A.D. 1987, AT 10 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF JANUARY, A.D. 1988.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "SOHIO ALASKA PIPELINE COMPANY" TO "BP PIPELINES (ALASKA) INC.", FILED THE FIRST DAY OF MARCH, A.D. 1989, AT 10 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

THE STATE OF THE S

Warriet Smith Windson Harriet Smith Windson, Secretary of State

0361528 8310 AUTHENTICATION: 0967747

010069509 DATE: 02-12-01

Federal Supplemental Question Id

BP PIPELINES (ALASKA) INC

CERTIFICATE OF SECRETARY

The undersigned, being the duly qualified and acting Secretary of BP Pipelines (Alaska) Inc., a Delaware corporation (the "Company"), hereby certifies as follows:

- 1. Attached hereto as Exhibit A is a true and complete copy of resolutions duly adopted by the Board of Directors of the Company effective February 27, 2001. Such resolutions have neither been modified nor rescinded since their adoption and are in full force and effect as of the date hereof.
- The below named persons are duly elected and qualified officers of the Company holding the offices set forth below opposite his/her respective name, and the signature set forth below opposite his/her respective name is a genuine specimen signature of such person.

Name	Office	Specimen Signature
Albert N. Bolea	President	Ollows
Charles J. Coulson	Wine Dunite	A. N. Bolea, President C. L. Coulson
Charles J. Courson	Vice President	C. J. Coulson, Vice President

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company at Anchorage, Alaska, this 28th day of February 2001.

By: Min Jilm Name: G. D.J.A. Brebner

Title: Secretary of BP Pipelines (Alaska) Inc.

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

BEFORE ME, the undersigned, a Notary Public in and for the State of Alaska, Third Judicial District, on this day personally appeared G.D.A. Brebner, known to me to be the person whose name is subscribed to the foregoing instrument, who being duly sworn, did say that he is the Secretary of BP Pipelines (Alaska) Inc., a Delaware corporation, and acknowledged to me that he executed said instrument as his free act and deed in said capacity, and as the free act and deed of said corporation, and that the affixed seal is the corporate seal of said corporation.

GIVEN under my hand and seal of office this 23^{rs} day of February 2001.

Notary Public in and for the State of Alaska My commission expires on: 01/13/2004

EXHIBIT A

TO CERTIFICATE OF SECRETARY

Resolutions

BP PIPELINES (ALASKA) INC

RESOLUTIONS OF BOARD OF DIRECTORS ACTION BY UNANIMOUS WRITTEN CONSENT

The undersigned, being all of the members of the Board of Directors of BP Pipelines (Alaska) Inc., a Delaware corporation (the "Corporation"), in lieu of holding a special meeting of the Board of Directors (the "Board") of the Corporation, hereby adopt the following preamble and resolutions by written consent in accordance with the provisions of Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Corporation, with the same force and effect as if adopted at a special meeting of the Board, effective Fabruary 27, 2001.

Authorization of Renewal of TAPS Interests

WHEREAS, the Corporation (i) is party to an Agreement and Grant of Right of Way for the Trans-Alaska Pipeline System ("TAPS") with the United States of America (the "Federal Grant") and (ii) has been granted a Right of Way Lease for the Trans-Alaska Pipeline by the State of Alaska (the "State Lease"); and

WHEREAS, the Federal Grant expires on January 22, 2004 and the State Lease expires on May 2, 2004; and

WHEREAS, contemporaneous with the expiration of the Federal Grant and State Lease, the Corporation's interests in various Related Facilities, as that term is defined in the Federal Grant and State Lease, and other rights and interests pertaining to TAPS held under instruments from the United States of America, the State of Alaska, and private individuals and entities (collectively, all of the forgoing interests, including the Federal Grant and the State Lease, are referred to as the "TAPS Interests") will also expire; and

WHEREAS, it is in the best interest of the Corporation to renew the TAPS Interests; and

WHEREAS, the process of renewing the Federal Grant and other of the TAPS Interests requires the filing of an Application for Transportation and Utility Systems and Facilities on Federal Lands on Standard Form 299 ("SF 299") and the process of seeking renewal of the State Lease and other of the TAPS Interests requires the filing of an application for renewal (the "State Application") (collectively, SF 299 and the State Application are referred to as the "Applications"); and

WHEREAS, the Corporation desires to authorize (i) the preparation and filing of the Applications and any and all other actions deemed necessary or advisable in connection with the renewal of the TAPS Interests and (ii) the execution of documents evidencing renewal of the TAPS Interests (the "Final TAPS Renewal Documents"); and

WHEREAS, a Project Manager has been designated by the Corporation and other entities owning an interest in TAPS (the "Other TAPS Owners") with responsibility for acting with respect to the renewal of the TAPS Interests on behalf of the Corporation and the Other TAPS Owners.

NOW, THEREFORE, BE IT RESOLVED, that the Corporation is authorized to prepare, execute and deliver (i) the Applications and the exhibits and attachments thereto, and any amendments thereto, (ii) all other instruments and documents as may be required by the granting authorities, or as may be deemed necessary or advisable by the Corporation, in connection with the processing of the Applications and the renewal of the TAPS Interests, including but not limited to a duration report, an environmental report, and a compliance report, and (iii) documentation evidencing the Final TAPS Renewal Documents; and

FURTHER RESOLVED, that the President and Vice President ("Authorized Officers") of the Corporation be, and each of them hereby is, authorized, for and on behalf of the Corporation, to execute and deliver the Applications and documentation evidencing the Final TAPS Renewal Documents and any and all supporting documentation, in such form as the Authorized Officer executing and delivering the same in his discretion may approve, such execution to be conclusive evidence of such approval; and

FURTHER RESOLVED, that the officers and agents of the Corporation are authorized and directed to take such actions as they deem necessary or advisable to further and complete the renewal of TAPS Interests; and

FURTHER RESOLVED, that the Corporation is authorized to designate as agent both persons employed by the Corporation and persons and entities not employed by the Corporation; and

FURTHER RESOLVED, that the officers of the Corporation are authorized to execute as necessary other evidence of authority designating the Project Manager as agent of the Corporation with full authority to act on behalf of the Corporation in connection with the renewal of the TAPS Interests; and

FURTHER RESOLVED, that the officers and agents of the Corporation be, and each of them hereby is, authorized and directed, for and on behalf of the Corporation, to take such actions and to execute and deliver such documents and papers as they deem necessary or advisable to perform and comply with the requirements of the Applications, to complete the renewal of the TAPS Interests, and to effect the purposes of the foregoing resolutions as contemplated herein; and with the authority granted herein to the officers and agents being non-exclusive.

Being all of the members of the Board of Directors:
A. N. Bolea, President
C. J. Coulson, Vice President
I HEREBY CERTIFIY that the signatories to the above instrument are, on the

date first mentioned above, the Directors of the Company.

Federal Supplemental Question le

BP AMOCO p.l.c.

PRINCIPAL OPERATING OFFICE:

Britannic House 1 Finsbury Circus

London EC2M 7BA

Incorporation:

Incorporated:

Date:

Existence: Corporate No.

England

April 14, 1909

Perpetual

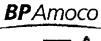
102498

Registered Office:

Britannic House

1 Finsbury Circus

London EC2M 7BA



CORPORATE SECRETARY WEBPAGE



>>> BP AMOCO CORPORATION

BP AMERICA INC.

Display Ownership Chart

PRINCIPAL OPERATING OFFICE:

200 East Randolph Drive Chicago, Illinois 60601

INCORPORATION:

Incorporated:

USA-Delaware

Date:

July 19, 1974

Corporate No:

0803716

Federal ID No:

94-2257553

Fiscal Year End:

December 31

ANNUAL STOCKHOLDERS MEETING:

Date:

First Monday in June

Location:

Chicago, Illinois

RESIDENT AGENT IN STATE OF

INCORPORATION:

The Corporation Trust Company

Corporation Trust Center 1209 Orange Street Wilmington, DE 19801

BUSINESS:

To act as the national associate company for BP's US businesses and as a holding

company of certain US investments.

QUALIFIED TO DO BUSINESS IN:

Alabama (9/27/2000); Alaska, Arizona, Arkansas, California, Colorado (9/27/2000); Connecticut, Delaware, District Of Columbia (2/20/91); Florida, Georgia (9/27/2000); Hawaii, Idaho (9/27/2000); Illinois, Indiana (9/27/2000); Iowa (9/27/2000): Kansas, Kentucky (9/27/2000); Louisiana (9/27/2000); Maine, Maryland, Massachusetts, Michigan (9/27/2000); Minnesota (9/27/2000); Mississippi (9/27/2000); Missouri, Montana (9/27/2000); Nebraska (9/27/2000); Nevada (9/29/2000); New Hampshire, New Jersey, New Mexico, New York (6/6/1978); North Carolina (9/27/2000); North Dakota, Ohio (9/11/1987 - No. 708766); Oklahoma, Oregon, Pennsylvania (9/27/2000); Rhode Island, South Carolina, South Dakota (9/28/2000); Tennessee (9/27/2000); Texas, Utah (9/27/2000); Vermont (9/27/2000); Virginia, Washington (9/27/2000); West Virginia, Wisconsin, Wyoming (9/27/2000); Alberta, British Colombia, Ontario,

Quebec, Canada

CAPITAL STOCK:

Primary Owning

BP Amoco p.l.c.

Company:

Authorized: 8,500,000 shares of Capital Stock as follows:

6,000,000 Class A Common; par value \$1.00 2,500,000 Class B Common; par value \$1.00

<u>Issued and Outstanding:</u> 5,743,143 Class A Common

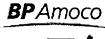
2,129,809 Class B Common

Ownership: BP Amoco p.l.c. (100%)

BP America Inc.

5,743,143 Class A Common 2,129,809 Class B Common shares

Voting Rights: Class A: 1 vote per share Class B: 3 votes per share



CORPORATE SECRETARY WEBPAGE



>>> BP AMOCO CORPORATION

BP AMOCO CORPORATION

Display Ownership Chart

PRINCIPAL OPERATING OFFICE:

200 East Randolph Drive Chicago, Illinois 60601

INCORPORATION:

Incorporated:

Indiana

Date:

June 18, 1889

Existence:

Perpetual

Corporate No:

182869-107

Federal ID No:

36-1812780

ANNUAL STOCKHOLDERS MEETING:

Date:

As designated by the Board of Directors

(February 8, 2000)

Location:

As designated by the Board of Directors

RESIDENT AGENT IN STATE OF

INCORPORATION:

The Prentice-Hall Corporation System, Inc.

Circle Tower

Indianapolis, Indiana 46204

QUALIFIED TO DO BUSINESS IN:

Alabama, California, Colorado, Connecticut, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Louisiana, Maryland, Michigan, Minnesota, Missouri, Nebraska,

New Jersey, New Mexico, New York, North Dakota, Ohio, Oklahoma, Pennsylvania, South Carolina, Texas, Utah, Virginia, Wisconsin, Wyoming

CAPITAL STOCK:

Primary Owning

BP America Inc.

Company:

Common Stock

Authorized:

1,600,000,000 Shares Without Par Value

Issued and Outstanding:

1,000 shares - BP America Inc. (100%)

Preferred Stock

Authorized:

50,000,000 Voting Preferred Shares Without Par Value 50,000,000 Non-Voting Preferred Shares Without Par Value

Issued:

None



CORPORATE SECRETARY WEBPAGE



BP AMOCO CORPORATION

THE STANDARD OIL COMPANY

Display Ownership Chart

PRINCIPAL OPERATING OFFICE:

200 East Randolph Drive

Chicago, Illinois 60601

INCORPORATION:

Incorporated:

USA-Ohio

Date:

January 10, 1870

Existence:

Perpetual

Corporate No:

3675

Federal ID No:

34-0548300

Fiscal Year End:

December 31

ANNUAL STOCKHOLDERS MEETING:

Date:

First Monday in June

RESIDENT AGENT IN STATE OF

INCORPORATION:

Corporate Secretary, BP America Inc.

BUSINESS:

To act as a holding company of certain subsidiaries, located primarily in the U.S.

QUALIFIED TO DO BUSINESS IN:

Alaska (dba SOCO Inc. 02/15/89), Ohio (01/10/1870), Utah (04/03/97)

CAPITAL STOCK:

Primary Owning

BP America Inc.

Company:

Authorized: 1,000 shares Common Stock

\$1.00 par value each

Issued and Outstanding: 100 Shares - BP America Inc.



CORPORATE SECRETARY WEBPAGE▶ ▶ ▶ BP AMOCO CORPORATION

BP PIPELINES (ALASKA) INC.

Display Ownership Chart

PRINCIPAL OPERATING OFFICE:

900 E. Benson Blvd.

Anchorage, Alaska 99508

INCORPORATION:

Incorporated:

USA-Delaware

Date:

October 18, 1937

Federal ID No:

34-0540328

ANNUAL STOCKHOLDERS MEETING:

Date:

As determined by the Board of Directors

Location:

As determined by the Board of Directors

RESIDENT AGENT IN STATE OF

INCORPORATION:

The Corporation Trust Company

BUSINESS:

To engage in the pipeline transportation of crude oil as a regulated (FERC and APUC) common carrier pipeline company and to participate in TAPS as the

holder of a 50% undividend interest in the system.

QUALIFIED TO DO BUSINESS IN:

Alaska (2/24/71), District Of Columbia (F.E.R.C.) (2/18/40)

CAPITAL STOCK:

Primary Owning

The Standard Oil Company

Company:

Authorized: 20,000 Common Shares

\$10 par value

Issued and Outstanding: 15,765 - The Standard Oil Company



CORPORATE SECRETARY WEBPAGE ▶ ▶ ▶ BP AMOCO CORPORATION

BP TRANSPORTATION (ALASKA) INC.

Display Ownership Chart

PRINCIPAL OPERATING OFFICE:

900 E. Benson Blvd.

Anchorage, Alaska 99508

INCORPORATION:

Incorporated:

USA-Delaware

Date:

July 27, 1982

Federal ID No:

34-1371194

Fiscal Year End:

December 31

ANNUAL STOCKHOLDERS MEETING:

Date:

As determined by the Board of Directors

Location:

As determined by the Board of Directors

RESIDENT AGENT IN STATE OF

INCORPORATION:

The Corporation Trust Company

BUSINESS:

To act as managing partner in Endicott Pipeline Company (a partnership in which

the company owns a 57% interest) and to hold a 38% interest in Kuparuk Transportation Company (a partnership) and to engage in the transportation of

crude oil and petroleum products.

QUALIFIED TO DO BUSINESS IN:

Alaska (4/22/83)

CAPITAL STOCK:

Primary Owning

BP Pipelines (Alaska) Inc.

Company:

Authorized: 100 shares Common Stock

\$100 par value

Issued and Outstanding: 100 shares - BP Pipelines (Alaska) Inc.

					52												4 7								L	L							-	<u>.</u>	2			19	8	70	6 5	_	ω	Ñ	Ξ	0	9			6			3	2		ndex		
											9	80	5	R																															98	18		BF	18			BF	A.	A	BP Amoco p.i.c.		0	Leve
	L			Þ.	ļ				2	2 2	or America inc.		BP America Inc.	Amorica	-			-			-		-	S	0				_		=	0	0					B	0	0 0	0 8	8	В	A	BP Africa Limited	(Pakista	В	BP (Indian Agencies) Limited	BP (Gibraltar) Limited	0	8	BP (Bermuda) Limited	Anro Oil Limited	Anadolu Tasfiyehanesi A §	c.		2	
		_	1	Atlantic Richfield Company					NO PS OV	AL S		ZIIGIIC	O A MONTO	Holding										hell Zimb	Compa		_	Kenya Shell Limited	abulonga		dustry Co	ompanhie	entral Afr					P Zimbab	r Zariwia	P lanzan	BP Mocambique Limited	P Mocam	PKenya	AgipPetroli International B.V.	mited	n) Limitec	BP India Limited	(gencies)	u) Limited	man Bitu	P Peru Li	ta) Limite	vited	sfiyehane				
	M/PM In	AMI Leasing, Inc.	gro inter	hfield Co			SP Devel	SP Amoo	erseas H	PS Aircraft Holdings Inc.		2 11C.+ D	Linea		inhahw	holl & B	Y CHILLIA I	VOVA LUD	vorman r	OM C D	ectrical	rusader	ougar T	abwe (Pv	ny of Mai	Shell Eas	Chemelil	II Limited	Propertie	frican M	uncil for	Estanife	can Petr	Shell & B	(ime Pro	ougar T	anopus	we (Pvi)	Zamliiha Zamliiha	DI ATTALE	bique Lin	bique Lin	imiled	Internati		(in Liqui	mited	Limited		men Con	mited	-		si A S			ω	
Wittenberg (Hong Kong) Limited	AM/PM International Inc.	ng, Inc.	Agro Internacional, S. de R. L.	mpany	North W	BP Amo	opments /	Australia	oldings in	200 PS Aircraft Holdings Inc.		Allelica	À MANAGEMENT	Cupitodi	Zimhahwe Libricants (Pyl) Limited	College	ryrainu motor Corporation (PVI) Limitet	ricanis (F	Norman Properties (PVI) Limited	J & S Molors (PV) Limited	Electrical Installations (Pvt) Limited	Engineer	ansport (t) Limited	Oil Company of Malawi (1978) Limited	Shell East Africa Provident Trust Limited	Sugar Co		Kabulonga Properties Limitec	anageme	Industry Council for Development Services BV	Companhia Estanifera do Brasi	Central African Petroleum Refineries (Pte) I to	Market	perties (P	ansport	Marketino	BP Zimbabwe (Pvt) Limited	Do rofino		ited	vitada		mal B.V.		dation)				Oman Bitumen Company LLC	_					1	4	
ra (Hona	al Inc.		S. de A.		North West Shelf Gas Pty Limited	ω Austral	ustralia	a Holding	,			Lific. grou		10.00	de (Port)	College (Pull Imited	porauon	vi) Limite	(FV) LIM	milea	ns (PVI)	ng (Pvi) t	ompany) Limitec	ovident T	mpany Li			nt Service	ent Servi	2	ineries (F	na Service	t) Limited	Ompany	FWI In	o Little	e -											,,							ა	
Konnilin			. de C.V.		3as Pty L	ia Financ	by Limite	s Pty Limi	-			D GO DE U		I CILCU	TO (F VI) E	S (74) L	ראו) בווזונו		e	-	imited	imilec	(Pvt) Limi	-	_	rust Limit	nited		_	s Compa	œs B	-	re)	S (PV)	1 . 7/	P .	E -	\dagger	+	-	-					-										1	6	
ited			_	_	mited	a Pty Limi	ă.	BP Amoco Australia Holdings Pty Limited		-	-	ansierrec		+	- Interest	anited Co	30			-			Æ			2				ny By			-	nited		R	-	-	-	-						-										+	7	
	_		_			led						W 67 10 1	30 4.	+		1						_	-	_			-	-	+	+	+	-	1					+	+	-	-					-	-							+		1	8	
			_								<u> </u>	0 000 E	-	+	+	+			<u> </u>	-	-							-	+	+	_	-	1	+	-	-		+	+	-						-				_				1	-	-	9	
					_		-			_		or America III.C. + of America III.C. group (to be transferred on 25 Aug 2000 to of Amoco pic)	DD \				-		1	-			-				-		1		1	1		+	+	+	+	1								1	-					-		-	+	-	10	
			-			_		_		L	-	o pic,	1	-	+	-		-	-	_							-		+	+	+	1	-	1	1	-	1	+	-	ļ.						-	_						_		1		-1	
			_																L	-		_	_									-		1	1	1	-	1																				
	_																			L												1																									3	_
															-																																						***************************************				۵	
																																																								17	14	
																																																								-	5	
							-						T	1	T	1						-								1		1	1	+																			1	1	1			
			48.	.99	33	_			60			10.1			90.	3						-	50.0	50.0	50.0		9.0	56.			25	3	3	50.	90,	25		3	/5.0	50.0			50.0	50.0			40.0	-		27.				17.0	1	i no	% Dre	
			48.800%	99.170%	330%				60.900%		85.00%	0.000%	3		30.000%	2000							50.000%	50.000%	50.000%		9.000%	50.000%			2.500%	60 948%	20 750%	00%	200	50 000%	200.00	50 000%	/5.000%	50.000%			200%	50.000%			40.000%			27.500%				7.000%	NAME OF TAXABLE	100%	Direct Parent	
			48.800%		33,330%									30.000	20.000	20.000%	50.000%	50.000%	50.000%	50.000%	50.000%	50.000%	50.000%	50.000%	50.000%	50.000%	4.500	50.000%	-	2.500%	2.500%	60 948%	20.750%	50.000	50,000%	5000	50 000%	50.000%	75,000%	50.000%			50.000	50.000%			40.000%	-		27.500%				17.000%	181	not 100%	% Group if	
Н	SU					Au	A	Ą	OS.	5	5	5	- I	1		l	L						1				-				1	\perp	┙		-	-				_					E	-		En			Bei	Ве			4	2	2	
Hong Kong	A-Delawa	USA-Delaware	USA-California	USA-Delaware	Australia	Australia - Victoria	stralia - V	Australia - Victoria	USA-Delaware	USA-Delaware	USA-Delaware	A-Delawa	Eliliand	CHIMODWO	Zimhahwa	Zimbabwe	Zimbabwe	Zimbabwe	nbabwe	Zimbabwe	Zimbabwe	nbabwe	Zimbabwe	Zimbabwe	Malawi	England	Kenya	Kenya	Zambia	he Netherlands	he Netherlands	771	Zimbahwa	Zimbabwe	hahwa	Zimbahwa	hahwa	Zimbahwa	Zambia	anzanla	England	Mocambique	Kenya	Kenya	England	England	18	England	England	哥	Bermuda	Bermuda	England	urkey	England	ncom	Country of	
	are	are	a	3re		ictoria	ictoria	ictoria	3/6	3re	are	al c																		ands	*bore																								TXWXI.	ration	2	
												Ì	t					T	\dagger	T	-	<u> </u>							+					1		1																			1			
	_				_								+	+	+		+	-	+		-	_		_				-	+	+	+	+	+	1	-		-	+							-		-	-					-		+	+		
											L	-	-		-	-	<u> </u>	-					-	_			-		-	-	+	+	+		+	+	1	+			H				_	1	+	_		_			1		-	-	-	
_				_			_		-			+	+	+	+		+		_	-			-					-	+	+	+	+	+	-		+				<u> </u>	Н		Н		4	+	-	-					1	_	-	+		
																																																								-		

Leyel				_	_			_	_		
0 1	2 3 4 5 6 7 8	9	10	1 12	2 13		14	5	%	Direct Parent	% Group if
S	ARCO Abu Dhabi Inc.	+	+	_	+	_			1	EVXXIIII	1100
60	ARCO Alaskan Oli Transport Compan)										
	ARCO Aluminum Inc		<u> </u>	+	+	+			+		
2 2	ARCO Arctic Shipping, Inc.	-		+		_					
	ARCO Asia Gas Inc.	+		1	1	_		_			
	ARCO JDA Limited										
	ARCO Asia Inc.										
	ARCO Asia Pacific Investments Ltd.						_				
	ARCO Azerbaijan Inc. (B)			_					_		
	AHCO Azerbaijan (D)		<u> </u>	-							
	ARCO China Coal Bed Memane Inc	1	1		-	-		1	1		
	ARCO China Inc		†	-	+						
	ABCO Coal China Inc.		1		+						
	ARCO Comfort Products Co.		1		+						
	ARCO Communications Inc.							-			
	ARCO Crude Trading Singapore, Inc				-			_			
	ARCO DCS II, Inc.										
	ARCO de Colombia Inc.										
	ARCO Dubat Inc.				1			1			
	ARCO Equator 1 td		1	-	1	-			1		
	ARCO El-Diazair Holdings Inc.				1	1					
	ARCO El-Djazair Co.										
	ARCO Energy Conservation, Inc										
	ARCO Environmental, Inc.										
	AMOU Exploration, Inc.										
	ARCO Foundation Inc.		1		+	_					
	ARCO Gabon Exploration & Production Company Ltd			1	+						
	ARCO Gabon Inc.			1	-						
	ARCO Galeones Inc.										
	ARCO Germany Inc.										
	ARCO Ghadames Inc.										
	ARCO Ghana Inc.					_					
	ABCO Clabal Energy Ventures Asia, Inc			 -							
	Anco Gobal Charles Polices Inc								1		
	ARCO Integrated Dower (County) I miles				-						
	Great Yarmouth Power I mited	+	+	_	-	-			_	40.000%	
	ARCO Global Services Company Inc									10:000	
	ARCO Information Systems, Inc.										
N	ARCO Integrated Power Inc.										
3	ARCO Integrated Power (Zhuhai) Ltd										
4	Zhuhai SEZ Zhu-AR Energy Development (o., Ltd								49.000%	49.000%
5	ARCO International Energy Holdings Inc										
0	ARCO International Exploration and Production Inc										
7	ARCO International Holdings, Inc.										
8	ARCO International Investments Inc										
9	Arabia Fellx Limited										
110	ARCO British International, Inc.										
	ARCO British Limited										
112	Union Texas Britannia Limitec	imitec									
	Union Texas Gas Lift	The state of the s									
55	ARCO Caide Trading Inc	Linklet									
	ARCO Cidde Hadiig Inc.	- inch	†	+							
	Anco notasa And Noto: Affica							_			

174	173	173	171	170	169	100	Se	167	166	2	288	164	163	201	3	161	160	159	158	10/	100	500	77	154	153	152	-	100	150	149	148	14/	140	1/6	145	144	143	142	141	140	139	2	128	137	136	135	134	100	3 6	3 5	3 0	130	120	128	127	126	125	124		3	100	121	120	119	3 8		117		0	-
	+			_										_									+											+						_								-			+	-			-											-			_	TXXX)
								-										_	_						-	_	 -					-	-													_					1	-									-						-		22	
1	ARC	ARC	ARC	ARC	AHC	77.0	ARC	AHC	AHC	200	ABC	ARC	ARC	AHC	2	ABC	ARC	ARC	AHC	AHC	250	ADC C	ABO	ARC	ARC	ARC	And	100	ARO	ARC		And	250	A DO	ARC			ARC	ARC	ARC	AHC	22.0	ARC	ARC	ARC	ARC	AHC	And	200	A 20 0	ABO	ABO	ARC	ARC	ARC														3	
ABCO Oatar lan	O Calar O	O Oalar Fa	O Products	O Polyprop	O Philippin	O reuoleu	O Patrolan	O Petroleu	AHCO Persian Gulf Inc.	Arico Fakislari ilic.	OBakistan	O Oversea	O Oversea	Oversea	Chicina	ARCO Oriente Inc	O Oil and (O Oil and C	O Offshore	North Sk	O NOTE AN	O North Ac	ABCO New Venture Co	O Nekahbo	O Neftegaz	ARCO Myanmar Inc.	O Middle E	C Middle C	OMINIO	ARCO Midcon LLC	ARC	A OCIKAW O	Maxim	O Mario	D Nevico I	Sout	ARC	ARCO Mediterranean Inc	O Material	O Malaysia	O Malaysia	Mayuac	ARCO Mandalana Inc	OLNG Ta	ARCO Latin America Inc.	O Latin Am	Kuparuk	ANCO Korea inc.	ABCO Karsa Inc.	O lies Halo	O Ireland D	O Internation) internation) Internation	Ointernation	AAC	ARC	AHC	2 2	ADO	A PA	ARC	ARC	ARC	AHO	ADO	1	-	4	
	ARCO Calar Onshore Inc.	ARCO Oatar Exploration Company Inc.	ARCO Products Canada Limited	ylene Corr	AHCO Philippines (Sulu) Inc.	ACCO FEGURALII I alalan Lu	Taranak	ARCO Petroleum New Zealand Inc.	Guff Inc.		3	ARCO Overseas Pipeline Inc	ARCO Overseas Petroleum Inc.	SHOIDINGS	į.	3	as Corp	ARCO Oil and Gas Company	Payroll Co	ARCU North Stope Supply Company	בשרוני	100	1000	ARCO Neighborhood Support Comoration	Holdings.	rinc.	ACCO Middle East o Cellual Asia Ilic	CON WOW V	ARCO Widdle East New Ventures I to	10	O Mexico H	entures, ii	ATICO MEXICO FIDECIS, IIIC.	olone in	3	South Kerkennah Oli Company	ARCO Hydrocarbures Tunisie	anean inc	ARCO Material Supply Company	inc.	AHCO Malaysia-Vietnam Inc.	ia iiic	חם וחס	wan) I td	erica inc.	ARCO Latin America Energy Company, Inc.	ARCO Kuparuk Shipping Company		Jillyo Ilic.	inde inc	ABCO Ireland Power Id	of Manage	nal Sando	na Petrole	ARCO International Oil and Gas Corporation	Oman Inc) Mozambi	Mozamo	MOZOLIE	Mazamb	ARCO reland inc	ARCO Ireland Exploration Inc.	ARCO Georgia Inc.	ARCO Faroes Limited	AHOO Denmark Limited) Donate	Atlant	1	Сī	
-	1	omnany in	mie.	pan)	ਨ	-	1	aland Inc				nc	n Inc	inc		-	-	Ş	mpany Lin	Compan)	<u> </u>	1	- 00,000	Dart Comor	2		Idi ASIA III	olimico Cin	enhires I to		loldings, S.	č	1	1	1000	TOI Come	bures Tuni	_	npany		150		+	1		y Compar	ompany	_			001	co, III	oe Inc	im inc	Gas Com	.,	que (Tema	que (Solak	due IM- I C	Olio (M. To	2	xploration !	nc.	mited	Limited	T HOLICO	D Policies		6	
	- 1	5												-	+	+			nitex		1		5	5	-						ARCO Mexico Holdings, S. de R. L. de C.V.			-)an	SE				_					y, Inc.	_			1	Pour	Pan			oration	-	ine) Ltd	a) Lio	LM			R .			-	Smaller I falliera Oil a Gas (St. Sailes) Chinea	Oil & Gas	-	7	
-	-														-	-					-	+	1	1							e C.V.		-	+	1		-		-									_			1	-									1				-	01. 000170	(St. lame		œ	
	-		-		-				-	-	+		_			-		_		-	-	+		+	_									+	1		-						+			-		-		+	1	+						-	-		1	1				CHINICA	miled		9	
	+	1	-				1												_		+			-				-							+						-	-	-						-		-		1													+		-	5	
-									-												-	+					-					-			1													-		+	+		1		-			-		1			-	_	-	1			=	
1																							+																								-														-					+		į	12	
-		1			-			_	-		+	-		-	-							+	1																	_									l	+	+		+				_	-	+		1								<u> </u>	
	1					-	-				-	-								-		+											-	+	+	1				_	-		1										Ì				_			1				-		$\frac{1}{ }$	+		14	
	1							_		+		-			Ì						-	1	1								-		+	+	1			-	_			Ť									1	+	+						t	+	+		-						15	
											-									Ì	Ī	1	1	-			İ						1	1											_	-			1		1	1	+													1				
						İ			-	+											+				-						%000 BB	3										Ī																											% Direct Parent	
	-			_		1		_							-	-	_					1	-								0%	3	+	1					_			1				-	-		-	+	+	1	1			_	_							-	-					
																																																																				not 100%	% Group If	,
USA-Delaware	Bahamas	Bahamas	Canada	USA-Delaware	DOM-Delawais	I A	New Zealand	USA-Delaware	Dallallas	Bahama	Liberia	USA-Delaware	USA-Delaware	2	IISA-Delaware	USA-Delaware	Canada	USA-Delaware	Dallallias	Dahararara	IISA-Da	Rahamas	USA-Delaware	USA-Delaware	USA-Del	banamas	000	IISA-Delaware	Bahama	USA-Delaware	Mexico	CON-Department	IICA-Da	USA-Delaware	USA-Delaware	USA-Del	France	USA-Delaware	USA-Delaware	Bahamas	Dallallas	Dohaman	Bahama	Bahamas	USA-Delaware	,	Ook-Delaware	LICA Dela	Rahama	USA-Delaware	Cayman Islands	USA-Delaware	USA-De	USA-Delaware	USA-Delaware	Bahama	Bahamas	Dallallas	Bohama	Bahamas	Libena	Liberia	Bahamas	banamas	Dahama	Rahamas	England	Inco		,
aware	s	S		aware	dwale	aware	land	aware		•		aware	aware	awaic	aware.	aware		aware	ď	anarc	Saeme	n	aware	aware	aware	on	Market	aware	co.	aware		MANAGE	awara	aware	ажаге	aware		aware	aware	5		<u>'</u>	2	s	aware		dware	2	7	aware	Islands	aware.	aware	aware	aware	S				"								Incorporation	Country of	
_				-	-	-		_					-			_										_							1	+												-	+	+	+	1	+	-	-					-	1	+	-									
									-			_				-			-	-	+										l	1	1	-	1						-	1			_		-	+	-	+	+					_									-		-			
-				-	1	1	-	-									_						_								-	1			-			_							_		-	-		+	+	1	-			-	<u> </u>	-	1	+	-				-	+		-		
_							_					_				_		-				-	-				-				-	+	1	-	-										_		+	-	+		1	1	-					-	+	1	-				+	-				
																									L														L			-					1		1							L	L,		1	_		_							L	,

Control Cont	85.000% 85.000% 85.000% 85.000% 50.000% 50.000% 50.000%	Attantic Richfield Bail North Inc. Attantic Richfield Bail North Inc. Attantic Richfield Bail North Inc. Attantic Richfield Berau Inc. Attantic Richfield Berau Inc. Attantic Richfield Berau Inc. Attantic Richfield Bustat (Indonesia) Limitec Attantic Richfield Bustat (Indonesia) Limitec Attantic Richfield Ecutador Inc. Attantic Richfield Martin Company Attantic Richfield Martin East Inc. Attantic Richfield Martin East Inc. Attantic Richfield Winagar Inc. Attantic Richfield Winagar Inc. Attantic Richfield Winagar Inc. Attantic Richfield Workan Limited Border Pipe Line Company Ber Arroco Seawey Products Pipeline Company Candelaria Exploration Copporatio CH-Twenty, Inc. CH-Twenty, Inc. Energy Bank (Americas), Ltd. Greater Pacific Limited Greater Pacific Limited Greater Pacific Limited Greater Pacific Limited Greater Pacific Limited Greater Pacific Limited Greater Pacific Limited Greater Pacific Limited Greater Pacific Limited Greater Pacific Limited	203 205 206 206 207 208 209 209 209 209 201 201 201 201 201 201 201 201 201 201
March School Sc	85.000% 85.000% 50.000% 50.000% 50.000%	Attantic Richfield Ball North Inc. Attantic Richfield Ball North Inc. Attantic Richfield Ball North Inc. Attantic Richfield Ball North Inc. Attantic Richfield Berau Inc. Attantic Richfield Berau Inc. Attantic Richfield East Aguni Inc. Attantic Richfield East Aguni Inc. Attantic Richfield East Aguni Inc. Attantic Richfield East Aguni Inc. Attantic Richfield Madura East Inc. Attantic Richfield Madura East Inc. Attantic Richfield Madura East Inc. Attantic Richfield Madura East Inc. Attantic Richfield Work Inc. Attantic Richfield Work Aguni Inc. Attantic Richfield Work Aguni Inc. Attantic Richfield Work Inc. Attantic Richfield Work Inc. Attantic Richfield Work Inc. BP Arroco Seaway Products Pipeline Company Candelaria Exploration Corporatio CH-Twenty Inc. Enerry Rank Afaronic Fast Inc. Enerry Rank Afaronic Richfield Inc. Enerry Rank Afaronic Richfield Inc. Enerry Rank Afaronic Richfield Inc. Enerry Rank Afaronic Richfield Inc. Inc	203 205 206 206 207 209 209 209 211 211 211 211 211 211 211 211 211 21
Marco 1	85.000% 85.000% 85.000% 85.000% 50.000% 50.000%	Attantic Richfield Bail North Inc. Attantic Richfield Ambalat (Indonesia) Limitec Attantic Richfield Ambalat (Indonesia) Limitec Attantic Richfield Bornberal Inc. Attantic Richfield Bornberal Inc. Attantic Richfield Bornberal Inc. Attantic Richfield Ecuador Inc. Attantic Richfield Ecuador Inc. Attantic Richfield Hantord Company Attantic Richfield Madura East Inc. Attantic Richfield Madura East Inc. Attantic Richfield Muriah, Inc. Attantic Richfield West Aguni Inc. Attantic Richfield West Aguni Inc. Attantic Richfield West Aguni Inc. Attantic Richfield West Aguni Inc. Attantic Richfield West Aguni Inc. Attantic Richfield West Aguni Inc. Attantic Richfield West Aguni Inc. Attantic Richfield West Riguni Inc. Attantic Richfield	203 205 206 206 208 209 211 211 211 211 211 211 211 211 211 21
March Section Sectio	85.000% 85.0000% 85.0000% 85.0000% 85.0000% 85.000% 85.000% 85.000% 85.000% 85.0000% 85.000% 85.000% 85.000% 8	Attantic Richfield Ball North Inc. Attantic Richfield Ball North Inc. Attantic Richfield Ball North Inc. Attantic Richfield Berau Inc. Attantic Richfield Berau Inc. Attantic Richfield East Agunt Inc. Attantic Richfield East Agunt Inc. Attantic Richfield East Agunt Inc. Attantic Richfield East Agunt Inc. Attantic Richfield Mandura East Inc. Attantic Richfield Muriah, Inc. Attantic Richfield Muriah, Inc. Attantic Richfield World Arguni Inc. Attantic Richfield Peru Inc. Attantic R	203 205 206 206 207 209 209 209 209 209 209 209 209 209 209
Marco Sandalin Ric Marco 85.000% 85.0000% 85.000% 85.000% 85.000% 85.000% 85.000% 85.000% 85.000% 85.000% 85.000% 85.000% 85.000% 85.0000% 85.0000% 85.0000% 85.0000% 85.000% 85.000% 85.000% 85.0000% 85.0000% 85.0000% 85.0000% 85.00	Attantic Richfield Ball North Inc. Altantic Richfield Ambalat (Indonesia) Limitec Altantic Richfield Ambalat (Indonesia) Limitec Altantic Richfield Bomberal Inc. Altantic Richfield Bomberal Inc. Attantic Richfield Educator Inc. Attantic Richfield Educator Inc. Attantic Richfield Educator Inc. Attantic Richfield Educator Inc. Attantic Richfield Hanford Company Attantic Richfield Mustra East Inc. Attantic Richfield Mustra East Inc. Attantic Richfield West Aguni Inc. Attantic Richfield West Aguni Inc. Attantic Richfield West Aguni Inc. Attantic Richfield West Aguni Inc. Attantic Richfield West Aguni Inc. Attantic Richfield West Aguni Inc. Attantic Richfield Workam Limited Border Pipe Inc Company BP Armood Seaway Products Pipelline Company Candelaria Exploration Corporatio Cart Twenty, Inc. [AROO Environmental Remediation, L.L.C	203 205 206 206 208 208 208 208 208 208 208 208 208 208	
ARCO Teleportics ARCO Teleportics	85.000% 85.000% 85.000% 85.000% 50.000% 50.000% 50.000%	Attantic Richfield Ball North Inc. Attantic Richfield Ball North Inc. Attantic Richfield Ball North Inc. Attantic Richfield Berau Inc. Attantic Richfield Berau Inc. Attantic Richfield Berau Inc. Attantic Richfield Educator Inc. Attantic Richfield Educator Inc. Attantic Richfield Educator Inc. Attantic Richfield Educator Inc. Attantic Richfield Mandura East Inc. Attantic Richfield Mandura East Inc. Attantic Richfield Mandura East Inc. Attantic Richfield Works Arguni Inc. Attantic Richfield Works Arguni Inc. Attantic Richfield Works Arguni Inc. Attantic Richfield Works Arguni Inc. Attantic Richfield Works Arguni Inc. Attantic Richfield Works Arguni Inc. Attantic Richfield Works Arguni Inc. Attantic Richfield Works Arguni Inc. Attantic Richfield Works Arguni Inc. Attantic Richfield Works Inc. Attantic Richfield Richfi	2005 2006 2006 2007 2009 2009 2009 2011 2011 2011 2011 2011
March 2	85.000% 85.000% 85.000% 85.000% 50.000% 50.000%	Attantic Richfield Barbau inc. Attantic Richfield Barbau inc. Attantic Richfield Borbau inc. Attantic Richfield Hanlord Company Attantic Richfield Maufar East Inc. Attantic Richfield Maufar East Inc. Attantic Richfield West Rigurii Inc. Attantic Richfield West Rigurii Inc. Attantic Richfield Workam Limited Border Pipe Line Company BP Armoo Seaway Products Pipeline Company Cardelaria Exploration Corporatio	203 205 206 207 208 208 209 201 211 211 211 211 211 211 211 211 211
ARCO Savidan Inc.	85.000% 85.000% 85.000% 85.000% 50.000% 50.000%		203 205 206 206 208 208 208 211 211 211 211 211 211 211 211 211 21
ARCO Infect Services Inc. Bit Section Sectio	85.000% 85.0000% 85.0000% 85.0000% 85.0000% 85.0000% 85.000% 85.000% 85.000% 85.0000% 85.0000% 85.0000% 85.00000% 85.0	is min. in assistant in a significant	2004 2006 2006 2007 2008 2009 2010 2011 2011 2011 2011 2011 2011
ARCO Reserve inc.	85.000% 85.000% 85.000% 85.000% 50.000% 50.000%		203 205 206 206 208 208 208 208 208 208 208 208 208 208
ARCO Sandrag Inc.	85.000% 85.000% 85.000% 85.000% 50.000% 50.000%		2003 2006 2007 2008 2009 2010 2011 2011 2011 2011 2011 2011
ARCO Pictorion Inc. (b) ARCO Statistic Inc. (c) ARCO Statistic Inc. (d) CO Statistic Inc. (d) ARCO Sta	85.000% 85.000% 85.000% 85.000% 50.000% 50.000%	Attantic Richfield Bulk North Inc. Attantic Richfield Balk North Inc. Attantic Richfield Balk North Inc. Attantic Richfield Berau Inc. Attantic Richfield Bernberal Inc. Attantic Richfield Burbar (Indonesia) Limitec Attantic Richfield Ecuador Inc. Attantic Richfield Ecuador Inc. Attantic Richfield Ecuador Inc. Attantic Richfield Madura East Inc. Attantic Richfield Madura East Inc. Attantic Richfield Madura East Inc. Attantic Richfield West Arguni Inc. Attantic Richfield West Arguni Inc. Attantic Richfield West Arguni Inc. Attantic Richfield West Arguni Inc. Attantic Richfield West Arguni Inc.	203 205 206 207 208 209 209 209 209 209 209 209 209 209 209
March State Stat	85.000% 85.000% 85.000% 85.000% 50.000% 50.000%	Attantic Richfield Bulkari (Indonesia) Limitec Attantic Richfield Barbaul inc. Attantic Richfield Berau Inc. Attantic Richfield Berau Inc. Attantic Richfield Bornbreal Inc. Attantic Richfield Bornbreal Inc. Attantic Richfield East Arguni Inc. Attantic Richfield East Arguni Inc. Attantic Richfield East Arguni Inc. Attantic Richfield Hanford Company Attantic Richfield Mardura East Inc. Attantic Richfield Muriah, Inc. Attantic Richfield Muriah, Inc. Attantic Richfield Wirlana Inc. Attantic Richfield West Arguni Inc. Attantic Richfield West Arguni Inc. Attantic Richfield West Arguni Inc. Attantic Richfield Wirlana Inc. Attantic Richfield Wirlana Inc. Attantic Richfield West Arguni Inc.	200 200 200 200 200 200 200 200 200 200
Lincol 2 3	85.000% 85.000% 85.000% 85.000% 50.000% 50.000%	Attantic Richfield Buikat (Indonesia) Limitec Attantic Richfield Ambalat (Indonesia) Limitec Attantic Richfield Bail North Inc. Attantic Richfield Berau Inc. Attantic Richfield Bornberal Inc. Attantic Richfield Bukat (Indonesia) Limitec Attantic Richfield Eduator Inc. Attantic Richfield Eduator Inc. Attantic Richfield Eduator Inc. Attantic Richfield Eduator Inc. Attantic Richfield Madura East Inc. Attantic Richfield Madura East Inc. Attantic Richfield Madura East Inc. Attantic Richfield Madura East Inc. Attantic Richfield West Riguni Inc. Attantic Richfield West Riguni Inc. Attantic Richfield West Riguni Inc.	203 205 206 206 207 208 209 209 211 211 211 211 211 211 211 211 211 21
ARCO Price Sections 10.	85.000% 85.0000% 85.0000% 85.0000% 85.0000% 85.0000% 85.000% 85.000% 85.000% 85.000% 85.0000% 85.000% 85.000% 85.000%	Attantic Richfield Ball North Inc. Attantic Richfield Ambalat (Indonesia) Limitec Attantic Richfield Ball North Inc. Attantic Richfield Beratu Inc. Attantic Richfield Bombreal Inc. Attantic Richfield Bombreal Inc. Attantic Richfield East Arguni Inc. Attantic Richfield East Arguni Inc. Attantic Richfield East Arguni Inc. Attantic Richfield Hanlord Company Attantic Richfield International Finance Corporation Attantic Richfield Madura East Inc. Attantic Richfield Murlah, Inc. Attantic Richfield Murlah, Inc. Attantic Richfield Murlah, Inc. Attantic Richfield Murlah, Inc.	2007 2006 2007 2007 2008 2008 2009 2011 2011 2011 2011 2011 2011 2011
APRO Pictorian Transport APRO Seathed Inc. 85.000% 85.000% 85.000% 85.000% 50.000% 50.000%	Attantic Richfield Bushorth Inc. Attantic Richfield Ambalat (Indonesia) Limitec Altantic Richfield Ball North Inc. Attantic Richfield Borberau Inc. Attantic Richfield Borberau Inc. Attantic Richfield Bushorth Inc. Attantic Richfield Bushorth Inc. Attantic Richfield Ecuator Inc. Attantic Richfield Ecuator Inc. Attantic Richfield Caudor Inc. Attantic Richfield Hanlord Company Attantic Richfield Madura East Inc.	203 205 206 206 207 208 208 209 211 211 211 211 211 211 211 211 211 21	
Linear	85.000% 85.000% 85.000% 85.000% 50.000% 50.000%	Attantic Richfield Bail North Inc. Attantic Richfield Bail North Inc. Attantic Richfield Berau Inc. Attantic Richfield Borbara Inc. Attantic Richfield Borbara Inc. Attantic Richfield Bulkat (Indonesia) Limitec Attantic Richfield Bulkat (Indonesia) Limitec Attantic Richfield East Argunt Inc. Attantic Richfield East Argunt Inc. Attantic Richfield Hantord Compan) Attantic Richfield Hantord Finance Corporation Attantic Richfield International Finance Corporation Attantic Richfield Hantord East Inc.	203 205 205 207 207 208 208 209 209 211 211 211 211 211 211 211 211 211 21
ARCO Visitable Inc. B. B. B. B. B. B. B.	85.000% 85.000% 85.000% 85.000% 50.000% 50.000%	Attantic Richfield East Arguni Inc. Attantic Richfield Ambalat (Indonesia) Limitec Attantic Richfield Berau Inc. Attantic Richfield Berau Inc. Attantic Richfield Bornbrata Inc. Attantic Richfield Bukat (Indonesia) Limitec Attantic Richfield Bukat (Indonesia) Limitec Attantic Richfield East Arguni Inc. Attantic Richfield East Arguni Inc. Attantic Richfield East Ormpan Attantic Richfield Hanlord Compan Attantic Richfield Madura Fast Inc. Attantic Richfield Madura Fast Inc.	2005 2005 2006 2007 2008 2007 2008 2007 2008 2007 2008 2007 2008 2007 2008 2007 2008 2007 2008 2007 2008 2007 2008 2008
ARCO Stabler Inc. (B)	85.000% 85.000% 85.000% 85.000% 50.000% 50.000%	Attantic Richfield Bail North Inc. Attantic Richfield Bail North Inc. Attantic Richfield Berau Inc. Attantic Richfield Berau Inc. Attantic Richfield Bukat (Indonesia) Limitec Attantic Richfield Bukat (Indonesia) Limitec Attantic Richfield East Arguni Inc. Attantic Richfield East Arguni Inc. Attantic Richfield Ecuador Inc. Attantic Richfield Hanford Company Attantic Richfield International Finance Corporation	2004 2005 2006 2006 2007 2009 2009 2019 2019 2019 2019 2019 2019
Library 2 3 4 5 6 7 6 9 10 11 12 13 14 15 Whitest Pasent William Wil	85.000% 85.000% 85.000% 85.000% 50.000% 50.000%	Attantic Richfield Baul North Inc. Altantic Richfield Ambalat (Indonesia) Limitec Altantic Richfield Ball North Inc. Altantic Richfield Berau Inc. Altantic Richfield Bornbreal Inc. Altantic Richfield Bukar (Indonesia) Limitec Attantic Richfield East Arguni Inc. Altantic Richfield East Arguni Inc. Altantic Richfield Ecator Inc. Altantic Richfield Ecator Inc. Altantic Richfield Hanlord Company	203 205 206 206 207 208 208 209 211 211 211 211 211 211 211 211 211 21
ARCO Fisherian Inc.	85.000% 85.000% 85.000% 85.000% 50.000% 50.000%	Attantic Richfield Armbalt (Indonesia) Limitec Attantic Richfield Armbalt (Indonesia) Limitec Attantic Richfield Ball North Inc. Attantic Richfield Berau Inc. Attantic Richfield Bomberal Inc. Attantic Richfield Bulkat (Indonesia) Limitec Attantic Richfield Bulkat (Indonesia) Limitec Attantic Richfield East Arguni Inc. Attantic Richfield Ecuador Inc.	203 204 205 206 207 208 208 211 211 211 211 211 211 211 211 211 21
Locate Parent P	85.00% 85.000% 85.000% 50.000% 50.000% 50.000%	Attantic Richfield Bankar Inc. Attantic Richfield Ambalat (Indonesia) Limitec Attantic Richfield Ball North Inc. Attantic Richfield Berau Inc. Attantic Richfield Bornbreal Inc. Attantic Richfield Bornbreal Inc. Attantic Richfield Bukar (Indonesia) Limitec Attantic Richfield East Arguni Inc. Attantic Richfield East Arguni Inc. Attantic Richfield East Arguni Inc.	203 205 205 206 206 207 208 209 209 209 211 212 213
Loxe Parent Par	85.000% 85.000% 85.000% 85.000% 50.000% 50.000%	Attantic Richfield Ball North Inc. Attantic Richfield Ball North Inc. Attantic Richfield Ball North Inc. Attantic Richfield Beau Inc. Attantic Richfield Berau Inc. Attantic Richfield Bornberal Inc. Attantic Richfield Busia (Indonesia) Limitec Attantic Richfield Fast Arunti Inc.	203 205 206 206 207 208 208 209 211 211 211 213
Library Parent	85.000% 85.000% 85.000% 85.000% 50.000% 50.000%	Attantic Richfield Armbail (Indonesia) Limitec Attantic Richfield Bail North Inc. Attantic Richfield Berau Inc. Attantic Richfield Berau Inc. Attantic Richfield Bomberal Inc. Attantic Richfield Bulkat (Indonesia) Limitec	203 204 205 206 207 208 208 209 211
Lexael 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 Minori Parent Williams 85.000% 85.000% 85.000% 85.000% 50.000% 50.000%	Attantic Richfield Ambalat (Indonesia) Limitec Attantic Richfield Ball North Inc. Attantic Richfield Berau Inc. Attantic Richfield Berau Inc. Attantic Richfield Bomberal Inc.	203 204 205 205 206 206 207 208 209 211	
Lexable 1	85.000% 85.000% 85.000% 85.000% 50.000% 50.000%	Attantic Richfield Ambala (Indonesia) Limitec Attantic Richfield Ambala (Indonesia) Limitec Attantic Richfield Bail North Inc. Attantic Richfield Berau Inc.	203 204 205 206 206 207 208 209 210
Lexel 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group 1	85.000% 85.000% 85.000% 85.000% 50.000% 50.000%	Attantic Remaining Company of Jourse Attantic Richfield Ambalat (Indonesia) Limitec Attantic Richfield Ball North Inc. Attantic Richfield Berau Inc.	203 204 205 205 206 206 207 208 209 210
Lexel 1 2 3 4 5 6 7 8 9 9 10 11 12 13 14 15 Richard Revent Williams Richard Revent 85,000% 85,000% 85,000% 50,000% 50,000%	Attantic Richfield Ball North Inc. Attantic Richfield Ball North Inc.	203 204 205 205 206 207 208	
Lexel 1 2 3 4 5 6 7 8 9 9 10 11 12 13 14 15 R. Direct Parent %. Group if %. Group	85.000% 85.000% 85.000% 85.000% 50.000% 50.000%	Atlantic Richfield Ambalat (Indonesia) Limitec	203 204 205 205 206 206 208
Laxe 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 3 2 2 2 2 2 2 2 2 2	85,000% 85,000% 85,000% 85,000% 50,000%	Attanta Dishfeld Ambala Indonesia Limited	203 204 205 206 207 208
Lexel 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 2 2 2 2 2 2 2 2 2	85.000% 85.000% 85.000% 85.000% 50.000%		203 204 205 206 207
Lexel 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 2000%	85.000% 85.000% 85.000% 85.000% 50.000%	Allanta Dafining Company of Cibe	203 204 205 206
Lexes 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if ARCO Reformation inc. (D)	85.000% 85.000% 85.000% 85.000%	ARCO Zhenhai Petrochemical, LLC	203 204 205
Level 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if ARCO References Inc. ARCO References Inc. ARCO Sakhalin Inc (D) ARCO	85.000% 85.000% 85.000% 85.000%	AUCO Cheman, mc.	203
Level 2 3 4 5 6 7 8 9 10 11 12 13 14 15 M-Direct Parent %-Group it	85,000% 85,000% 85,000% 85,000%	ABCO Zhanball Inc	203
Level 2 3 4 5 6 7 8 9 10 11 12 13 14 15 Mail 190% Roll 1	85.000% 85.000% 85.000% 85.000%	ARCO Zhenhai Petrochemical 11 C	203
Level 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 4 Direct Pasent % Group it ARCO Remania Inc. (1) ARCO Sakhalin Inc. (B) ARCO Sakhalin Inc. (B) ARCO Sakhalin Inc. (B) ARCO Sakhalin Inc. (B) ARCO Sakhalin Inc. (C) ARCO Transport Inc. (C) ARCO Western Gas Peptine Company Limited (C) ARCO Western Gas Peptine Company Limited (C) ARCO Wiltenberg Perioleum Limited (C) ARCO Wiltenberg Perioleum Limited (C) ARCO Wiltenberg Perioleum Limited (C) ARCO Wiltenberg Perioleum Limited (C) ARCO Wiltenberg Perioleum Limited (C) ARCO Wiltenberg Perioleum Limited (C) ARCO Wiltenberg Perioleum Supply Company Limited (C) ARCO Wiltenberg Perioleum Limited (C) ARCO Wiltenberg Perioleum Limited (C) ARCO Wiltenberg Perioleum Limited (C) ARCO Wiltenberg Perioleum Limited (C) ARCO Wiltenberg Perioleum Limited (C) ARCO Wiltenberg Perioleum Supply Limited (C) ARCO Wiltenberg Perioleum Limited (C) ARCO Wiltenberg Perioleum Limited (C) ARCO Wiltenberg Perioleum Limited (C) ARCO Wiltenberg Perioleum Limited (C) ARCO Wiltenberg Perioleum Limited (C) ARCO Wiltenberg Perioleum Limited (C) ARCO Wiltenberg Perioleum Limited (C) ARCO Wiltenberg Perioleum Limited (C) ARCO Wilt	85,000% 85,000% 85,000%	ARCO Zhenhai II, Inc.	
Level 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 20 10 11 100% ARCO RF. Services Inc.	85.000% 85.000%	Jiangmen AHCO Wittenberg Huel Compan	202
Level 2 3 4 5 6 7 8 9 10 11 12 13 14 15	85.000% 85.000%	Antigering British A Fill War	3 -
Level 2 3 4 5 6 7 8 9 10 11 12 13 14 15 Cheert Parent % Group if ARCO Repair Record 85 000% 85 000%	Wittenham Constitution of the constitution of	201	
Lexis 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group it		Huizhou ARCO Wittenberg Petroleum Sun	200
Level 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Group II		Portview International Limited	199
Level 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	75,000% 75,000%	Guanzhou ARCO Wittenberg Petroleum Llu	261
Level 1 2 3		Charwill Chelphase Littled	3
Level 2 3 4 5 6 7 8 9 10 11 12 13 14 15		Charles Financiae Limited	197
Level 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 2 2 2 2 2 2 2 2 2		ABCO Wittenberg Petroleum i mited	961
Level 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 Machine	80.000%	ARCO Wittenberg Investments Limited	195
Level	L	Anco western fransport, inc.	194
Leyse	I CON COUNTRIE	ABCO Western Temporal Inc.	101
Level	IISA.Nelaware	ARCO Western Gas Pineline Company	193
AF Services Inc. Services Inc. Services Inc. Services Inc. Services Inc. Services Inc. Services Inc. Services Inc. Services Inc. Services Inc. Services Inc. Services Inc. Services Inc. Services Inc. Services Inc. Services Inc. Services Inc. Services Corporation Services Corporation Services Corporation Services Inc. Serv	USA.Delaware	ARCO West Africa Inc.	192
A	Bahamas	ARCO Venezuela Holdings, Inc	191
4 5 6 7 8 9 10 11 12 13 14 15	banamas	A NCO venezuela Exporation and Production Company Lic	190
4 5 6 7 8 9 10 11 12 13 14 15	NON DESIRATE	ADDO Wassacra Line II.	9
4 5 6 7 8 9 10 11 12 13 14 15	IIQA Delawara	ARCO Venezijela Energy Inc	189
4 5 6 7 8 9 10 11 12 13 14 15	USA-Delaware	ARCO Ulita Coal Company	188
	Liberia	ARCO Turkey Inc.	187
4 5 6 7 8 9 10 11 12 13 14 15	USA-Delaware	AHCO lunisa inc.	100
4 5 6 7 8 9 10 11 12 13 14 15	O.A. CEMPAIE	A DOC I III MAD IIIV.	100
4 5 6 7 8 9 10 11 12 13 14 15	(IICA Discharge	ARCO Trinidad Inc. 1	185
4 5 6 7 8 9 10 11 12 13 14 15	Rahamas	ARCO Trindad Exploration and Production Company imited	184
4 5 6 7 8 9 10 11 12 13 14 15	USA-Delaware	AHCO Iresop, Inc.	183
4 5 6 7 8 9 10 11 12 13 14 15	USA-Delaware	Anco Iransport, Inc.	201
4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if DR Services Inc. O Romania Inc. O Sakhalin Inc. (B) O Shbatia, Inc. O Shbatia, Inc. O Shbatia, Inc. O Shbatia, Inc.	ON Commit	ABOO Torring Correct Corporator	5
4 5 6 7 8 9 10 11 12 13 14 15	I DON DOMINIO	ARCO Teminal Seniors Companies	181
4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group it DRF Services Inc.	USA-Delaware	ARCO Siberia Inc.	180
4 5 6 7 8 9 10 11 12 13 14 15	Baharras		179
4 5 6 7 8 9 10 11 12 13 14 15 S Direct Parent % Group if	Bahamas	khalin Inc.	178
4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if DRF Services Inc. If not 100% not 100% not 100% not 100%	USA-Delaware USA-Delaware		17
4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if DRF Services Inc. Inol 100% not 100%	USA-Delaware	ANCO DOMESTICATION	
4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if	IIGA Delouses	ABCO Romania Inc.	176
4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if		ARCO RE Services Inc.	175
4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if	if not 100% not 100%		Index
	10 11 12 13 14 15 % Direct Parent % Group if	0 4 0	L
	0, Diagonal 0, Diagonal 0, Diagonal 1, Dia	1 2 2	2
			Leve

000	289	ORA.	287	286	200	0 0	284	283	282	182	200	280	279	278	277	0/2	270	275	274	273	272	271	2/2	200	2000	268	267	266	202	3	264	263	262	261	260	259	258	752	200	07.0	2 1	254	253	252	251	250	249	240	3 1	247	246	245	244	243	242	241	240	239	238	23/	230	350	235	234	233	index	_	Leve	BIT Amoog Group Company Structure Details
																									+															1	+										1																1 2		TO LIMSTING AND
																																															Union lex	ine Artoc	The ADO	TOTAL CAPITO	Cityo Eval				Shine Top	Santa Cru	Rodas Ex		Products (Preside S	Paypoint	Day on Head	Pare Inva	Pan Amer	Los Palac		ω		SHEET STRING
																																									+				Unior	Union Texas Pe	Union Lexas Petroleum Holdings, Inc	THE ATICO Corporation	SIVICES, INC.	City Continue Inchigano	Tolor Company	lin E	Jin Fend ARCO	J & A Petrochemical Sdn. Bhd	International Inv	z Exploration Co	Rodas Exploration Corporation	CH-Twenty, Inc.	Jogeneration Co	Presige Stations, Inc.	Paypoint Electronic Payment Systems,	Paymeint Flories Douglaston	ment Corporati	can Petroleum (os Exploration (5		_
Cillon Toxo	Union Toys	Union Toyo	Union Texa	Union Texa	Union Texa	Oliver I Iore	I him Toy	Union Texa	Union Texa	Union Texa	OTHOI I BAK	Linion Tour	I Inion Texa	Union Texa	Union Texa	Union Texas Helias,	Olivii I dyc	I Inion Toy	Union Texa	Union Texa	Union Texa	Union Texa	Union Texa	Union lexa	Cilion Leve	I Inion Toy	Union Texs	Union Texa	_				ı	Union Texa	Union Texa	Union Texa	A&E-3, Ltd.	ARCO Sou	AFCOPIO	ADCOOL	ADC COURT	ABCOLO	ARCODes	ARCO de l	Union Texas International Corporatio	Union Texas Petroleum Energy Corporation	oldings, Inc		-	TOT	old Lengt enochemical Co. Fig	lin Eans Patrochamics Co. I	Energy Co M	nical Sdn. Bhd	vestment Limited	Santa Cruz Exploration Corporation	atio		impan)		ent systems, inc.		Company of Car	Pan American Petroleum Company of California	Corporation		6		_
Ulivir Texas Offshore Alpha 5 Inc	offshore Alph	Union Teyes Offshore Alpha-4 Inc	Union Texas Offshore Alpha-3 1 td	as Offshore Alph	Union Texas Offshore Alpha-2, Ltd	S CHSTOTE AIDI	Union Toyas Offshare Alaha a Inc	s Offshore Ainh	Union Texas Maghreb, Inc.	Union Texas MA-3, Ltd.	Ullion Texas MA-1, IIIC	O MA 4 ISS	Inion Texas Kazakhetan Offshore I imite	Union Texas Kazakhstan Limited	Union Texas Jordan Limited	s Helias, Inc	Official Leydo Flieldy Development Fitting	e Energy Devel	Inion Texas Fastem Mediterranean I imite.	Texas East Kalimantan Limiter	as do Brasil Limi	Union Texas Congolais Limiter	Union Texas Central Asia Limited	Union Lexas Brasil, Inc.	Union Touge Brook Inc	e Rangladach	Union Texas A&F-2 Inc	Union Texas A&E-1, Inc.	Union Texas Cobustan Operations Limiter	Onion Texas Copusian Cilinie	Inion Toyon Co	Inion Teyes I ok Batan I imited	Jnion Texas Aze	Texas Azerbaijan Limited	Union Texas Albion, Inc.	Union Texas Adriatic, Inc.		ARCO South America Limited	anccion de Vene	VIOLE (+ I M II I I I I I	an energy mc.	בהסייו הס	ARCO Desarrollo de Ecuador i miter	Solivia Limited	onal Corporatio	Corporation					a co. Liu.	3 2	7hithai										Contract	fornii			7 8		_
a-4, LIU	4 4	20,000	a-3 ltd	a-3, inc	a-2, Ltd	a.C. HIC	3 7	a-1 Inc				Silving Cumo	Hehora I imite	imiter	_		Opinon's Pariner	opmont imitor	erranean i mite	tan Limiter	tex	ie	mutex		100	3			bustan Operatio	Dusian Cililler	Contract Contract	Hatan I imitad	erbailan Service	nitec				2	SZUERA LYMITEK	Little		ACC PRINCE	for imiter											-									-	1			9		
																			-										ns Limite			-	s i miter																																		1		
						-								-				+	1						+						-		+						-											1																	12 13		1000
																																							 - 	-								_		-		- Commence of the Commence of															14		11.
			+	_		-	+				- -	+						+								+							+								+	+										-	+											-	+	+	5	1	
																																																				10.000	76000 67	49 000%				50.000%				9,070.1	4 6700			if not 100%	% Direct Parent		
																																																			40,000,04	10.000	29000 02	49 000%	***************************************							41.017%	44 0470			not 100%	7		
Lica Delaware	Cayman Islands	I ISA-Delaware	Cayman Islands	USA-Delaware	Cayman Islands	CON-Delawale	LISA-Delaware	USA-Delaware	USA-Delaware	Cayman Islands	COA-DEIGWAIE	HeA Delaware	Rahamas	Bahamas	Bahamas	USA-Delaware	CI GIAN	England	Bahamas	Bahamas	Bahamas	Bahamas	Bahamas	USA-Delaware	Don Delaware	I ISA Delaware	USA-Delaware	USA-Delaware	Bahamas	Dalainas	Dahamas	Bahamas	Bahamas	Bahamas	USA-Delaware	USA-Delaware	Cayman Islands	Bahamas	Banamas	Dellalias	Dok-Delaware	Dallanas	Bahamas	Bahamas	USA-Delaware	USA-Delaware	USA-Delaware	USA-Delaware	OSA-Delaware	Con-Delaware	Cilla	Chillia	China	Malaysia	Hong Kong	USA-Delaware	USA-Delaware	USA-Delaware	USA-Delaware	USA-Delaware	USA-Delaware	Tail	COX-Callottile	USA-California	USA-Delaware	ncorporation	Country of		
+											-		1				1		-					-	+	1														-		+									-	+	+	-										+	+			+	
																																	***************************************																											-									
+		+					1																																																														

	Canada							242007 October Live	70000			
				1		_		(anada M	14/5/0		-	
	Canada							esources Ltd	Amoco Canada Resources Ltd			
	Canada						ompan'	Amoco Canada Prairie Rose Power Compan	Amoco Canada P			
	Canada						mpan'	Amoco Canada Power Resources Compan	Amoco Canada P			
	USA-Delaware							arketing Corp	Amoco Canada Marketing Corp			
	Canada							ydrocarbons Ltd	Amoco Canada Hydrocarbons Ltd			
	Canada							hemical Compan)	Amoco Canada C			
	Canada							niled	Air BP Canada Limited			
	IISA	16.670%	16.670%				Titan Finance LLC	Titan				
	The Netherlands					nol B.V.	Σ Trinidad Methanol B.V	Атпосо				
To the second of	Turkey		50.000%			Sirketi	Amoco Kimya Limited Sirketi	Amoc				
	The Netherlands					B.V.	Armoco Jordan Pipeline B.V.	Amoc				
	Malaysia			ation	DN. BHD.(In Liquida	AC Construction Management SDN. BHD.(In Liquidation	AC Construc					
	Malaysia					ysia) SDN. BHD	o Chemical (Mala	Amoc				
	The Netherlands					VSIA Holding IV B.V.	o Chemical Mala	Altioc				1
	Turkey		50,000%			a Limited Sirket	Amood Nimy	A				
	The Netherlands					Yad Figurial V. V.	All you chell wall wally sa nothing to v	2100				
	The Netherlands				Holding B.V.	isia Holding I b W	Allow Cite	Amore				
	The Netherlands				Holding B.V.	Arroco Chemical Indonesia PP Holding B.V.	Amood Cher					
	The Netherlands					lesia Holding B.V.	Allow Citetifical induitesia Holding B.V.	Allox				
	The Netherlands						Thorning o.v.	VIIIOM CHAILING	+			
	USA-Delaware		90.000%			pan)	ysia noiding com	Among Chimal Malaysia Holding Company	07 21			
	USA-Delaware						Na Halding Com	Chamical Malay	RD Am			
	Canada	-					+	3 15	ACP (Malaysia) Inc			
	Canada								666678 Alberta I td			
	Carlada							2	563916 Alberta Ltd			
	Canada							E	3225429 Canada Ltd			
	Canada							otia Company	3017015 Nova Scotta Compan			
	Canada							otia Company	3017011 Nova Sc			
	Canada							ompan)	Amoco Canada Petroleum Company	Атюсо		
	The Netherlands							B.V	ternational Holdings	Amoco Canada In		
	USA- Delaware							Company Lt	Amoco Canada Petroleum International Holding Company Lt.	anada Petroleum ir	Amoon	
	USA Delaware								oldings, L.L.C	Amoco Canada Petroleum Holdings, L.L.C	Amoco	
	USA-Indiana									ion	or Amoco Corporation	
	USA-Delaware	81.700%								Western Energy Cogeri, inc.	A Coles	
	USA-Delaware	81.700%								TOTAL COLL IND. HIC.	Wastom	
	USA-Delaware	81.700%							Vasiai r ipenilo, LEC	With morning to the		
		81.700%							Singling 110	Waster I		
		32.352%	39.600%				y markeung, L.P	ill Collibratly Ellerly Markeurig, L.	South	Vastar Offshore Inc		
		81.700%					Madratina	Company Com	Southern Southern			
	USA-Delaware	81.700%						, ,	Vastar Energy In			
	USA-Delaware	81./00%							Vastar Power Marketing Inc	Vastar		
	L	6,007.10							Vastar Gas Marketing Inc.	Vastar		
	L	01.700%							nc.	Vastar Holdings. I		
		917000							ompany	Grant Gathering Company		
	CON-Delawate	91 7000	01.70070						тралу	F & H Pipeline Company		
	Dellation	900	B1 7000/							Vastar Resources, Inc.	Vastar i	
	Rehamas							Union Texas (Transnational) Limiter	Union Texas (Tra			
	IISA-Delaware							entina) Limited	Union Texas (Argentina) Limited			
	Rahamas							ren Limitec	Union Texas Yemen Limited			
	IISA. Delaware							ling Corporation	Union Texas Trad			
	USA-Delaware							ori, inc	Union Texas Tomori, Inc.			
	USA-Delaware							th Pacific, Inc.	Union Texas South Pacific, Inc.			
	USA-Delaware							dstan, inc	Union Texas Pakislan,			
	Bahamas							Union Texas Pakistan Power Limited	Union Texas Pal			
	Cayman Islands							more Beta-3, Ltd	Union Texas Offshore Beta-3, Ltd			
	USA-Delaware							shore beta-2, Inc	Ullion Texas Off			
	USA-Delaware							SHOTE DEG-1, INC	Union Texas Offshore Deta-1, Inc			
	Cayman Islands							Silvie Alpita-5, Liu	Union Texas Offshore Bots 1			
	-	not 100%	if not 100%						I Inlan Tours Off			
	Country of		% Ulrect Parent	ū	14	ī	1					

								(
	Canada	40 000%	40 000%				Consealing Case Storage & Services 1 td	Call			+
	Canade						Canmar Explorer III Ltd.	Canr			
	Canada						Canadian Marine Drilling Ltd	Cane			
	USA-Delaware						Amoco Malaysia Inc.	Amo			
							Amoco Colombia Corporation	Атю			
		2.390%	2.390%			- Indiana	Rimbey Pipe Line Co. Ltd.				
	\perp	10.000	0.00070			v I imiter	Rangeland Pine I ine Compa				1
		16 666%	8 222%	+			Progas imited	+	+		1
	Canada						Pusitier Energy Ltd.				
	Canada						First-Her Energy Ltd.				
Partnership	Canade	%00C.26	92.500%		-	armership	Dome Wallis (1980) Limited F				
	Canada	200	20 200		-		Dome Hesources Limited				
	Canada						Dome NGL Pipeline Ltd.				
	Canada						Dome Kerrobert Pipeline Ltd				
Partnership						Dome Beautort Petroleum Limited (March 1980) Limited Partnershi	Dome Beautort Petroleum Lin				
Partnership	Canada	95.000%	94.940%			uted 1979 Partnership No.	Dome Beaufort Petroleum Limited 1979 Partnership No				
Partnership	Canada	0.060%	0.040%			8	Dome Beaufort Petro				
Partnership	Canada	0.040%	0.030%			eum Limited 1979 Partnership No. 2	Dome Beaufort Petro				
Partnership	Canada	95.000%	0.040%			Dome Beautort Petroleum Limited 1979 Partnership No. 1	Dome Beautort Petro				
artnership	Canada	0.050%	0.050%			Dome Beautort Petroleum Limited 1978 Partnership No. 4	Dome Beautort Petro				
Partnership	Canada	0.050%	0.050%			eum Limited 1978 Partnership No. 3	Dome Beaufort Petro				
Partnership	Canada	0.050%	0.050%			Dome Beaufort Petroleum Limited 1978 Partnership No. 2	Dome Beaufort Petro				
artnership	Canada	0.080%	0.080%				Dome Beaufort Petro				
Partnership	Canada	0.200%	0.200%			Dome Beaufort Petroleum Limited 1977 Partnership No. 2	Dome Beaufort Petro				
Partnership	Canada	0.050%	0.050%			Dome Beautort Petroleum Limited 1977 Partnership No. 1	Dome Beaufort Petro				
						utec	Dome Beaufort Petroleum Limitec				
	Canade					any Limitec	Cynthia Gas Gathering Comp				
	Canada						Cochin Pipe Lines Ltd.				
	Canada						Aurora Pipe Line Company				
	Canada		29 212%			any Id	Amoo Canada Trading Company I td				
			70 788%			ding Company I Id	Amoon Canada Tra				
Partnership					-	and Gas	Amoon Canada Oil and Gas				
+	Canada			+	1	la Company	3024926 Nova Scotta Company				
	Canada			1		ta Company	3024382 Nova Sco				+
1	Canada			+	+	ha Company	2024381 Nova Scotta Company	+			
	Canada			+	+	tia Company	Seven Assertation				1
	Canada			+	1	ha Company	3020364 Nova Sco				
	Canada	11.270%	11.2/0%			poratol	Alberta One-Call Location Co				
		33 330%	33.330%		-	Company Ltd	Alberta Emane Development Company Ltd				
Partnership	Canade	95.000%	0.020%			Dome Beaufort Petroleum Limited 1979 Partnership No. 1	Dome Beaufort Petro				
							94022 Canada Inc.				
	Canada						3061434 Canada Ltd.				
						-	356921 Alberta Ltd.				360
		58.330%				136908 Canada Limited					
		58.330%	58.330%			338572 Resources Ltd.	338572				
	Canada			+		-	356920 Alberta Ltd.				
	Canada					Garfin Resources I to		1			
	Canada			+		127664 Canada I td	127664				+
	Canada						105646 Canada I M	-			1
	Canada						290907 Albora 114				+
	L	0.000%	0.020%			Dome Beautort Petroleum Limited 1979 Partnership No. 3	Dome Beauton Perc				
		O OCCOPY	2000	†			Zi 3000 Perojetiii Lid.	-			
	-	0.040.0	8,010.0			otome Detailer I id	213008 Detroit Beauton Ferro	-			
	z incorporation	2001 JOIL	0.0100 0.0000 0.00				Doma Barbara				Parill
		not 1000	% Direct Faleitt	ō	1	10 11	0	0		-	1
	-	8	Of Direct Dates		-	5		ñ	-	3	5
_	_									PKTK	TAX SA

20,000% 20,000% Cayman Islands 99,000% Mauritius Gayman Islands 1,000% Cayman Islands 1,000% 24,000% Sweden 2,000%	Amoco Enrio Solar Power Development Infernational, Inc Altroco Enrio Solar Power Development (Infernational, Inc Amoco Enrio Solar Power Development (Infernational, Inc Amoco Enrio Solar Power Development (Infernational, Inc Amoco Enrio Solar Power Development (Infernational, Inc Infernational LLC Solarex Rechtic (Ltd.) Solarex Electric (Lt
24,000% 2,000% 2,000% 2,000% 2,000% 2,000% 2,000% 3,000% 3,000% 3,000% 3,000% 3,000% 3,000% 3,000% 3,000% 3,000%	Amocon Erro Solar Fower Development I Amoco Erron Solar Fower Development Marrillus, Amoco Erron Solar Maurillus, Amoco Erron Solar Fower Development Marron Erron Solar Fower Solar Fower Solar Energy MSK Corporation I Indo-Star Energy MSK Corporation Solarex Electric Ltd. Solarex Electric Ltd. Solarex Electric Ltd. Solarex Pby., Ltd. Solarex International Ltd. Solarex
24.000% 2.000% 2.000% 2.000% 2.000% 2.000% 2.000% 2.000% 3.000% 3.000% 3.000% 3.000% 3.000% 3.000% 3.000% 3.000%	Amocon Frak, Inc. Biolechnology Research & Development Corporatio Solarex Flower Supplies, Inc. Biolechnology Research & Development Corporatio GPP Technologies, Inc. Wysis, Inc. Inc. Wysis, In
24.000% 2.000% 2.000% 2.000% 2.000% 2.000% 2.000% 32.900% 32.900% 32.900% 32.900% 32.900% 32.900%	Amoco Erro Solar Power Development I Amoco Erro Solar Power Development Amoco Erron Solar Maurilius, Amoco Erron Solar Maurilius, Amoco Erron Solar Power Development I Indo-Star Energy Gativare Photo Voltalc AE MSK Corporatior Indo-Star Energy Gativare Photo Voltalc AE MSK Corporatior Indo-Star Energy Gativare Flectric Ltd. Solarex Informational Ltd. Solarex Informational Ltd. Solarex Informational Ltd. Solarex Informational Ltd. Solarex Inc. Applies, Inc. Inc. Inc. Inc. Inc. Inc. Inc. Inc.
24,000% 2,000% 2,000% 2,000% 2,000% 2,000% 2,000% 3,000% 3,000% 3,000% 3,000% 3,000%	Amoco-Erro Solar Fower Development I Amoco-Erro Solar Fower Development Amoco Erron Solar Mauritius, Amoco Erron Solar Mauritius, Amoco Erron Solar Power Development I Indo-Star Energy Indo-Star Energy Indo-Star Energy Solarex Heartic Ltd. Solarex Electric Ltd. Solarex Foy.Ltd.
24.000% 2.000% 2.000% 2.000% 2.000% 2.000% 2.000% 32.900% 32.900% 32.900% 32.900% 32.900%	Amoco Erro Solar Fower Development I Amoco Erro Solar Fower Development Marrillus, Amoco Erron Solar Maurillus, Amoco Erron Solar Power Development Marron Solar Power Development I Indo-Star Energy MSK Corporation Solarex Electric Ltd. Solarex Electric Ltd. Solarex Pby.,Ltd. Solarex International Lt. Solarex International Lt. Solarex Pby.,Ltd. Biotechnology Research & Development Corporation Corporations Inc. Inc. Inc. Inc. Inc. Inc. Inc. Vysis, Inc. Inc. Inc. Inc. Inc. Inc. Inc. Inc.
24.000% 2.000% 2.000% 2.000% 2.000% 2.000% 32.900% 32.900% 32.900%	Amoco Erro Solar Fower Development Amoco Erro Solar Fower Development Amoco Erron Solar Maurilius, Amoco Erron Solar Maurilius, Amoco Erron Solar Power Development Corporation Gallivare Photo Voltalc AE MSK Corporation Solarex Hechtic Ltd. Solarex Hotemational Ltd. Solarex PPy_Ltd. Solarex Py_Ltd. Solarex Py_Ltd. Solarex Py_Ltd. Solarex Py_Ltd. Solarex Feethic Ltd. Solarex International Ltd. Solarex Py_Ltd. Solarex Py_Ltd. Solarex Feethic Ltd.
24 000% 2 000% 2 000% 2 000% 2 000% 2 1000% 2 1000% 3 14 300% 3 2 900%	Amoco-Erro Solar Fower Development I Amoco-Erro Solar Fower Development I Amoco-Erro Solar Fower Development I Amoco-Erro Solar Fower Development I Indo-Star Energy Galityare Photo Voltaic AP MSK Corporatior Solarex Heric Ltd. Solarex International LLC Solarex International LLC Solarex International LLC Solarex Pby, Ltd. Solarex Pby, Ltd. Solarex Power Supplies, inc. Alternate Power Supplies, inc. Giore-Trak Inc. Vysis, Inc. Gene-Trak Systems Industrial Vysis, Inc. IVysis GmbH Inc. IVysis GmbH Inc. IVysis GmbH Inc. IVysis GmbH Inc. IVysis GmbH Inc. IVysis GmbH IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII
24.000% 2.000% 2.000% 2.000% 2.000% 2.000% 2.000% 2.000%	Amoco Erro Solar Power Development I Amoco Erro Solar Fower Development Amoco Erron Solar Maurilius, Amoco Erron Solar Power Development I Indo-Star Energy Ind
24.000% 2.000% 2.000% 2.000% 2.000% 2.000% 2.000%	Amosol From Solar Maurillus, Amosol From Solar Power Development I Amoso Enron Solar Power Dev Amoso Enron Solar Power Dev Amoso Enron Solar Power Dev Amoso Enron Solar Power Dev Amoso Enron Solar Energy Indo-Star Energy MSK Corporatior Solarex Photo Voltaic AE Solarex Electric Ltd. Solarex Hermational LtC Solarex Pby Ltd. Solarex Pby Ltd. Solarex Pby Ltd. Solarex Pby Ltd. Solarex Pby Ltd. Solarex Pby Ltd. Solarex Pby Ltd. Solarex Pby Ltd. Solarex Pby Ltd. Solarex S
24,000% 2,000% 2,000% 2,000% 2,000% 2,000% 2,000% 32,900%	Amosol (r y) Luilled Amosol Erro Solar Power Development I Amoso Erro Solar Power Development I Amoso Erro Solar Power Dev Amoso Erro Solar Power Dev Amoso Erro Solar Power Supplies, Inc. Gene-Trak, Inc. Gene-Trak Systems Industrial Color Solares (Recomposite Solares Power Supplies, Inc.) Gene-Trak, Inc. Gene-Trak Systems Industrial Visis Inc. III
24,000% 24,000% 2,000% 2,000% 20,000% 2,000% 2,000% 32,900%	Amocol Fine Solar Power Development I Amocol Fine Solar Power Development I Amoco Fine Solar Power Dev Fine Solar Power Dev Fine Solar Power Dev Fine Solar Power Dev Fine Solar Power Dev Fine Solar Power Dev Fine Solar Power Power Solar Photo Voltaic AB MSK Corporation Solar Austria Incorporate Solar Austria Incorporate Solar Austria Incorporate Fine Power Supplies, Inc. Solar Power Supplies, Inc. Gene-Trak, Inc. Gene-Trak Systems Industrial
24.000% 2.000% 2.000% 2.000% 2.000% 2.000% 2.000%	Amoco Errio Solar Power Development International, Inc. Amoco Errio Solar Power Development Global, Amoco Errio Solar Mauritius, Inc. Amoco Errio Solar Mauritius, Inc. Amoco Errio Solar Mauritius, Inc. Indo-Star Energy MSK Corporatior MSC Corporation Solarex Electric Ltd. Solarex Hennational LLC Solarex International LLC Solarex Pty., Ltd.
24 000% 2 000% 2 000% 2 000% 2 000% 2 000% 3 2 000%	Amoco Errio Solar Power Oevelopment International, Inc. Amoco Errio Solar Power Development Global, Amoco Errio Solar Mauritius, Inc. Amoco Errio Solar Power Development Global, Amoco Errion Solar Mauritius, Inc. Indo-Star Energy Indo-Star Energy INSK Corporatior Indo-Star Energy INSK Corporatior INSI Corporatior INSI Corporation INSI CORPORATION INSI CORPORATI
24,000% 2,000% 20,000% 20,000% 24,000% 2,000% 14,300% 32,900%	ternational, Inc. Inc. Inc. Inc. Inc. Inc. Inc. Inc.
24.000% 2000% 20.000% 20.000% 21.000% 2.000%	ternational, Inc. Inc. slopment Global, Mauribus, Inc.
24 000% 2 000% 2 000% 2 000% 2 000%	To Error Solar Mauribus, Inc. o Error Solar Power Development International, Inc. o Error Solar Mauribus, Inc. Indo-Star Energy Vollaic AP r Vollaic AP r Indo-porater Ltd. Indo-porater Ltd. Indo-porater Ltd. Ional LLC Ional
24.000% 2.000% 20.000% 20.000% 24.000% 2.000%	o Erron Solar Power Development International, Inc. o Erron Solar Power Development Global, Arrocco Erron Solar Mauritius, Inc. Arrocco Erron Solar Mauritius, Inc. Indo-Star Energy Voltaic AB r Incorporater Ltd. Ltd. Ltd.
24.000% 20.000% 20.000% 20.000% 21.000%	Development International, Inc Solar Mauritius, Inc. Olar Power Development Global, oco Erron Solar Mauritius, Inc. Star Energy
24,000% 2,000% 2,000% 20,000% 21,000%	ar Mauritius, Inc. T Power Development Global, Enron Solar Mauritius, Inc. Enron Solar Mauritius, Inc. Ear Energy
24.000% 24.000% 2.000% 20.000% 20.000%	avelopment International, Inc ar Mauritius, Inc. Fower Development Global, Enron Solar Mauritius, Inc. tar Energy
24 000% 2 000% 2 000% 2 000% 20 000%	avelopment international, inc arr Mauritius, inc. I Power Development Global, Erron Solar Mauritius, inc.
24.000% 2.000% 2.000% 20.000%	bevelopment International, Inc. blar Mauritius, Inc. ar Power Development Global, o Erron Solar Mauritius, Inc. Star Energy
24.000% 24.000% 2.000% 20.000%	evelopment International, Inc. lar Mauritius, Inc. ar Power Development Global, o Enron Solar Mauritius, Inc. bar Energy
24 000% 2 000% 2 000%	obal
24,000% 2,000% 2,000% 20,000%	obal
24.000% 24.000% 2.000% 20.000%	Arnooo Erron Solar Mauritius, Inc.
24 000% 2 000% 2 000%	Amooo/Enro Solar Power Development International, Inc
24.000% 2.000% 2.000%	Care Code (1 g) Fallwood
24.000% 2.000% 2.000%	Africa Colar (Dh.) Limited
24 000% 2 000%	BP Solarex
24,000%	Ålternate Power Supplies, Inc
24.000% 2.000%	Solarex PtyLtd.
24,000% 2,000%	Solarex International LLC
24.000% 24.000%	Solarex Electric Ltd.
24.000% 24.000% 2.000%	Solarex Austria Incomorate:
24 000%	MSK Corporation
20,000,00	Gallivare Photo Voltaic AP
& MOORE	Indo-Star Energy
50.000.8	Amooo Enron Solar Mauritius, Inc.
20.000.90	Amon Fine Solar Power Buschament Global Inc
20.000.0	Amora Entre Development International, the
	Amono Gras Dougles Dougles many laterasis and la
20,000	OF Sulates
	Amoo Solar Holding Company
USA- Delaware	Amoco Bioproducts Corporator
USA- Delaware	Amoco Technology Company
10.000% 10.000% USA	200 Park Plaza Associates
USA- Delaware	Amoco Really Company
USA- Delaware	Amoco Development Company
0.650%	Redwater Water Disposal Company Ltd
8.333% 16.666% Canada	ProGas Limited
	Canmar (U.S.) Inc.
USA-North Dakotz	Dome Petroleum Corp. (U.S.)
\dashv	Dome Pipeline Corporation
if.not 100% not 100%	
15 % Direct Parent % Group if Country of	2 3 4 5 6 7 8 9 10 11 12 13 14

1	Amoo Dealin Fedinic Company, L.C. Amoo Harbing Beaumoni (b) L.C. Amoo Beaumoni (b) L.C. Amoo Dealin Fedinic Company (b) L.C. Amoo Couling Shape Fedinic Company, L.C. Amoo Dealin Fedinic Company, L.C. Amoo Dealin Fedinic Company, L.C. Amoo Fedinic Fedinic Company, L.C. Amoo Fedinic Fedinic Company, L.C. Amoo Dealin Fedinic Company, L.C. Amoo Fedinic Fedinic Company, L.C. Banco Fedinic Company, L.C. Amoo Fedinic Fedinic Company, L.C. Banco Fedinic Company, L.C. Banco Fedinic Company, L.C. Amoo Algolia Olisalore, Iric Company, L.C. Amoo Algolia Olisalore,	Amoco Relating Delating Company College Per Per Company Amoco Per Per Company Amoco Per Per Company Amoco Per Relating Company Amoco Per Relating Company Amoco Per Relating Company College Per Relating
Amoco Pipeline Sarabirdi Company Amoco Bellina Figuria Company Amoco Bellina Figuria Company Amoco Bellina Figuria Company Amoco Bellina Figuria Company Amoco Bellina Figuria Company Amoco Bellina Figuria Company Amoco Bellina Figuria Company Amoco Bellina Figuria Company Amoco Bellina Figuria Company Amoco Bellina Figuria Company Amoco Bellina Figuria Company Amoco Bellina Figuria Company Amoco Bellina Figuria Company Amoco Bellina Figuria Company Amoco Bellina Figuria Company Amoco Bellina Figuria Company Amoco Bellina Figuria Company Amoco Pipelina Basa Gil Garia Figuria Company Amoco Pipelina Figuria Company Amoco Pipelina Gompany Amoco Pipelina Gompany Amoco Pipelina Gompany Amoco Pipelina Gompany Amoco Algaria Gil Company Amoco Algaria Gil Company Amoco Algaria Gil Company Amoco Algaria Figuria Company Amoco Algaria Figuria Company Amoco Algaria Figuria Company Amoco Algaria Basa Gil Company Amoco Algaria Basa Gil Company Amoco Algaria Basa Gil Company Amoco Algaria Basa Gil Company Amoco Algaria Basa Gil Company Amoco Algaria Basa Gil Company Amoco Algaria Basa Gil Company Amoco Algaria Basa Gil Company Amoco Algaria Development Company Amoco Algaria Development Company Amoco Algaria Development Company	2 3 4 5 6 7 8 9 9 0 0 11 12	Lexel 1
Amoo Politica Service Company Indicate State Company Amoo Beaumon By LLC Collinating Beaumon By LLC Collinating Beaumon By LLC Collinating Beaumon By LLC Collinating Beaumon By LLC Collinating Beaumon By LLC Collinating Beaumon By LLC Collinating Deline Company LLC Amoo Deline System (John venture Amoo Operate Ppeline Company LLC Amoo Bellow Ppeline Company LLC Amoo Bellow Ppeline Company LLC Amoo Bellow Ppeline Company LLC Amoo Bellow Ppeline Company LLC Amoo Bellow Ppeline Company LLC Amoo Bellow Ppeline Company LLC Amoo High Island Ppeline Company LLC Amoo High Island Ppeline Company LLC Amoo High Island Ppeline Company Longtom Ripeline Company Longtom Ripeline Company Longtom Ripeline Company Amoo High Insast Company Amoo High Insast Company Amoo High Insast Company Amoo High Insast Company Amoo High Insast Company Amoo High Insast Company Amoo High Insast Company Amoo High Insast Company Amoo High Insast Company Amoo High Insast Company Amoo High Insast Company Amoo High Ppeline Company Amoo High Peline Company Amoo Angla Company Amoo	Annoo Belannoni Germann Annoo Delaning Delannoni Rathers, L.P. Annoo Beannoni I P. Campany Annoo Capine Figeline Company Annoo Delaning Delango Figeline Company Annoo Delaning Company Annoo Delaning Company Annoo Delaning Company Annoo Delaning Company Annoo Delaning Company Annoo Delaning Company Annoo Belaning Company Annoo Anglaning Company Annoo Anglaning Company Annoo Anglaning Company Annoo Anglaning Pelaning Company Annoo Anglaning Company Annoo Anglaning Company Annoo Anglaning	Lexe Part
Amoo Pipeline Signaturi Company, LLC Amoo Beaumoni Epituria Dilianking Beaumoni Bp LLL C Dilianking Beaumoni Bp LLL C Dilianking Beaumoni Bp LLL C Dilianking Beaumoni Bp LLL C Dilianking Beaumoni Partners LP Amoo Beaumoni LP Company, Dilianking Beaumoni Partners LP Amoo Deline Company, Dilianking Beaumoni Partners LP Amoo Deline General, Deline Company, LLC Amoo Edeline Pipeline Company, LLC Amoo Bealin Pipeline Company, LLC Amoo Bealin Pipeline Company, LLC Amoo Bealin Pipeline Company, LLC Amoo Bealin Pipeline Company, LLC Amoo Bealin Pipeline Company, LLC Amoo Bealin Pipeline Company, LLC Amoo Bealin Resident System Amoo Algaria Revision Service Pipeline System Amoo Pipeline Interest Service Amoo Pipeline Interest Pipeline Company, Lancon Pipeline Signaturi Company, Amoo Pipeline Interest Pipeline Company, Amoo Pipeline Interest Pipeline Company, Amoo Pipeline Interest Pipeline Company, Amoo Pipeline Interest Pipeline Company, Amoo Pipeline Interest Pipeline Company, Amoo Pipeline Interest Pipeline Company, Amoo Pipeline Interest Pipeline Company, Amoo Pipeline System Amoo Pipeline Interest Pipeline Company, Amoo Pipeline Company, Amoo Pipeline Company, Amoo Pipeline Company, Amoo Pipeline Company, Amoo Pipeline System Amoo Pipeline System Amoo Pipeline System Amoo Pipeline System Amoo Pipeline Company, Amoo Pipeline Company, Amoo Pipeline Company, Amoo Pipeline System District System Pipeline Company, Amoo Algaria Revision Compan	Olianking Beaumont OF, LLC. Olianking Beaumont Potters, LP Annoo Beaumont Potmeany Olianking Beaumont Partners, LP Annoo Beaumont Potmeany Olianking Deamont Partners, LP Annoo Capine Pepile Company Annoo Capine Pepile Company Annoo Deam Pepile Company Annoo Deam Pepile Company It C Annoo Pepile Beath Pepile Company It C Annoo Hagh Read Pepile Company It C Annoo Hagh Read Pepile Company Annoo Hagh Read Pepile Company Annoo Hagh Read Pepile Company Annoo Hagh Read Read Pepile Company Annoo Hagh Read Read Read Read Read Read Read Read	Lexee 1
O 1 2 3 4 5 6 7 8 9 10 11 12 Olitanking Beaumont (P. P. L. P. Olitanking Beaumont (P. P. L. P. Olitanking Beaumont (P. P. L. P. Olitanking Beaumont (P. P. L. P. Olitanking Beaumont (P. P. L. P. Olitanking Beaumont (P. P. Denamont (P. P. L. P. P. Armooc Placing of England System) (P. P. Olitanking Beaumont (P. P. P. P. P. Armooc Placing of England System) (P. P. Olitanking Beaumont Partners, L. P. Armooc Placing of England System) (P. P. Olitanking Beaumont Partners) (P. P. Olitanking Beaumont Partners) (P. P. Olitanking Beaumont Partners) (P. P. C. Olitanking Company) (P. C. Olita	Amoo Desin Placine Company Amoo Plecine Data Braine Species Amoo Plecine Data Braine Species Amoo Plecine Data Braine Species Amoo Plecine Data Braine Species Amoo Plecine Data Braine Species Amoo Plecine Data Braine Species Amoo Plecine Data Braine Species Amoo Plecine Data Braine Species Amoo Plecine Data Braine Species Amoo Plecine Data Braine Species Amoo Plecine Data Braine Species Amoo Plecine Data Braine Species Amoo Plecine Data Braine Company Amoo Plecine Data Braine Company Amoo Plecine Data Braine Company Amoo Plecine Semiole Investment Company Amoo Plecine Semiole Investment Plecine Company Amoo Plecine Semiole Investment Company Amoo Plecine Semiole Investment Company Amoo Plecine Semiole Investment Company Amoo Plecine Company Amoo Plecine Data Braine Company Amoo Plecine Company Amoo Algaria Braine Company	lexee 1 2 3 4 5 5 6 7 8 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9
O 11 2 3 4 5 6 7 6 10 11 12 Oillamking Beaumont (P. L.P. Almood Beaumont I.P. Dompsom Partners, L.P. Almood Beaumont I.P. Dompsom Partners, L.P. Almood Cagline Pepaline Compsom (John L.C. Almood Destin Pepaline Compsom) Almood Destin Pepaline Compsom, L.L.C. Almood Destin Pepaline Compsom, L.L.C. Almood Destin Pepaline Compsom, L.L.C. Almood Endood Pepaline Compsom, L.L.C. Almood Endood Pepaline Compsom, L.L.C. Almood Endood Pepaline Compsom, L.L.C. Almood Endood Pepaline Compsom, L.L.C. Almood Endood Pepaline Compsom, L.L.C. Almood Endood Pepaline Compsom, L.L.C. Almood High Island Pepaline Compsom, L.L.C. Baven Pipaline Compsom, L.L.C. Bave	District District	Level 1 2 3 4 5 6 7 6 8 9 9 9 9 9 9 9 9 9
Outlanking Beaumont (c.P. L.P. Olitanking Beaumont (c.P. L.P. Including System Company Pathers, L.P. Annoos (Lawing Company Pathers, L.P.) Annoos (Lawing Company System (Joint venture Annoos (Lawing Company)) Oprass Figurine Company, L.L.C. Annoos (Lawing Company), L.L.C. Branch (Lawing Company), L.L.C. Branch (Lawing Company), L.L.C. Branch (Lawing Company), L.L.C. Branch (Lawing Company), L.L.C. Contract (Lawing Company), L.L.C. Contract (Lawing Company), L.L.C. Contract (Lawing Company), L.L.C. Contract (Lawing Company), L.L.C. Contract (Lawing Company), L.L.C. Contract (Lawing Company), L.L.C. Contract (Lawing Company), L.L.C. Contract (Lawing Company), L.L.C. Contract (Lawing Company), L.L.C. Contract (Lawing Company), L.L.C. Contract (Lawing Company), L.L.C. Contract (Lawing Company), L.L.C. Contract (Lawing Company), L.L.C. Contract (Lawing Company), L.L.C. Contract (Lawing Company), L.L.C. Contract (Lawing Com	Dillanking Beaumont GP, LLC. Oillanking Beaumont GP, LLC. Oillanking Beaumont Pathers, L.P. Annoo Beaumont LP Company Annoo Beaumont LP Company Annoo Dealine Pipeline Company Annoo Dealine Pipeline Company Annoo Dealine Pipeline Company Annoo Dealine Pipeline Company Annoo Dealin Pipeline Company Annoo Dealin Pipeline Company Annoo Dealin Pipeline Company Annoo Dealin Pipeline Company Annoo Dealin Pipeline Company Annoo Dealine Pipeline Company Annoo Dealine Pipeline Company Annoo Dealine System Annoo Dealine System Annoo Dealine System Annoo Dealine System Annoo Dealine System Annoo Dealine System Annoo Dealine System Annoo Dealine System Annoo Dealine System Annoo Pipeline Company Annoo Pipeline Assal Company Annoo Pipeline Assal Company Annoo Pipeline Assal Company Annoo Pipeline Assal Company Annoo Pipeline Assal Company Annoo Pipeline Assal Company Annoo Pipeline Assal Company Annoo Pipeline Assal Company Annoo Pipeline Assal Company Annoo Pipeline Assal Company Annoo Pipeline Assal Company Annoo Pipeline Company	Level 1 2 3 4 5 6 7 8 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9
On 11 2 3 4 5 6 7 8 9 10 11 12 Olitarking Beaumoni Fartners, L.P. Annoo Beaumoni L.P. Company Annoo Cushing-Dicago Pipeline Company Annoo Desirin Popeline Company Annoo Desirin Popeline Company Annoo Desirin Popeline Company I.C. Company Annoo Hopkine Company I.C. Company	Dillanking Beaumont GP, LLC. Olitanking Beaumont GP, LLC. Olitanking Beaumont Partners, L.P. Annood Beaumont IP Company Annood Beaumont IP Company Annood Beaumont IP Company Annood Beaumont IP Company Annood Spaline Pipeline Company Annood Design Pipeline Company Annood Design Pipeline Company Annood Design Pipeline Company Annood Bealth Pipeline Company Annood Bealth Pipeline Company Annood Bealth Pipeline Company Annood Bealth Pipeline Company Annood Bealth Pipeline Company Annood Bealth Pipeline Company Annood Pipeline Company Annood Pipeline Company Annood Pipeline Company Annood Pipeline Company Annood Pipeline Design Company Annood Pipeline Design Company Annood Pipeline Design Company Annood Pipeline Design Company Annood Pipeline Design Company Annood Pipeline State Company Annood Pipeline State Company Annood Pipeline Company Annood Pipeline State Company Annood Pipeline	level 1 2 3 4 5 6 7 8 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9
O 1 2 3 4 5 6 7 8 9 10 11 12 Olitanking Beaumont GP, LL.C. Including Beaumont Partners, L.P. Annoo Beaumont L.P. Company Annoo Capline Phelline Company Coushing-Chiego Pheline Company, LL.C. Annoo Capline Pheline Company, LL.C. Annoo Edeb Pheline Company, LL.C. Annoo Edeb Pheline Company, LL.C. Annoo Edeb Pheline Company, LL.C. Annoo Edeb Pheline Company, LL.C. Annoo Edeb Pheline Company, LL.C. Annoo Edeb Pheline Company, LL.C. Annoo Edeb Pheline Company, LL.C. Annoo Edeb Pheline Company, LL.C. Annoo Edeb Pheline Company, LL.C. Annoo Edeb Pheline Company, LL.C. Annoo Hall Stand Pheline Company, LL.C. Annoo Hall Stand Pheline Company, LL.C. Annoo Hall Fass Gallerie Company, LL.C. Annoo Hall Fass Gallerie Company, LL.C. Annoo Pheline Investment II Company, Annoo Pheline System Annoo Pheline Seminole Investment Company, Annoo Pheline Seminole Investment Company, Annoo Pheline Seminole Investment Company, Annoo Pheline Seminole Investment Company, Annoo Pheline Seminole Investment Company, Annoo Pheline Seminole Investment Company, Annoo Pheline Seminole Pheline Company, Annoo Pheline Company, Annoo Pheline Company, Annoo Pheline Company, Annoo Pheline Company, Annoo Pheline Seminole Pheline Company, Annoo Pheline Company, Ann	Dilarking Beaumoni GP, LLC.	Level 2 3 4 5 6 7 8 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9
O 1 2 3 4 5 6 7 8 9 10 11 12 Olitanking Beaumont GP, LL.C. Dillanking Beaumont Partners, L.P. Annoo Beaumont L.P. Company Clashine Plentine System Franciscompany Annoo Couling-Chicago Pheline System Annoo Couling-Chicago Pheline System Annoo Destin Pheline Company L.C. Annoo Destin Pheline Company L.C. Annoo Este Pheline Company L.C. Annoo Este Pheline Company L.C. Annoo Este Pheline Company L.C. Annoo Este Pheline Company L.C. Annoo Este Pheline Company L.C. Annoo Este Pheline Company L.C. Annoo Este Pheline Company L.C. Annoo Este Pheline Company L.C. Annoo Este Pheline Company L.C. Annoo Este Pheline Company L.C. Annoo Pheline System Annoo Pheline System Company Annoo Pheline Annoo Hartners Captan Company Annoo Pheline Annoo Pheline Company Annoo Pheline System Compan	Dilarking Beaumont GP, LLC. Dilarking Beaumont GP, LLC.	Level 2 3 4 5 6 7 8 8 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9
O 11 2 3 4 5 6 7 8 9 10 11 12 Olitarking Beaumont GP, LL C. Olitarking Beaumont Parinets L.P. Amood Beaumont IP Company Golf Vertices Captine Plopine System (Joint venture Amood Captine Plopine System (Joint venture Amood Captine Plopine System (Joint venture Amood Captine Plopine System (Joint venture Amood Captine Plopine System (Joint venture Amood Captine Plopine Company) LL C. Amood Captine Plopine Company LL C. Amood Destin Plopine Company LL C. Amood Esta Plopine Company LL C. Amood Esta Plopine Company LL C. Amood High Island Plopine Company LL C. Amood High Island Plopine Company LL C. Amood High Island Plopine Company LL C. Amood High Island Plopine Company LL C. Amood High Island Plopine Company LL C. Amood Plopine Company LL C. Bravo	Dilanking Beaumoni RP, LLC.	Cayee
O 11 2 3 4 5 6 7 8 9 10 11 12 Olitarking Beaumont Opt.L.C. Olitarking Beaumont Partners, L.P. Amood Beaumont IP Company Amood Cayline Pipeline Synetem (Joint Venture Amood Cushing-Chicago Pipeline Company) Loughling-Chicago Pipeline Company Amood Cushing-Chicago Pipeline Company Loughling-Chicago Pipeline Company Loughling-Company Loughling-Chicago Pipeline Company Amood Pipeline Loughling-Company Loughling-Chicago Pipeline Company Amood Pipeline Loughling-Company Amood Pipeline Company Amood Pipeline Company Amood Pipeline-Company Amodd Pipeline-Company Amo	Dilanking Beaumont GP; LLC. Collanking Beaumont GP; LLC.	Level 2 3 4 5 6 7 8 8 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9
O 1 2 3 4 5 6 7 6 Olitanking Beaumont OP_LL.C. Olitanking Beaumont Partners, L.P. Amood Beaumont Pocompany Amood Calpine Pipeline Company Amood Calpine Pipeline Company Amood Calpine Pipeline Company Amood Calpine Pipeline Company Amood Destin Pipeline Company L.C. Amood Destin Pipeline Company L.C. Amood Edwart Pipeline Company L.C. Amood Edwart Pipeline Company L.C. Amood Edwart Pipeline Company L.C. Amood Edwart Pipeline Company L.C. Amood Edwart Pipeline Company L.C. Amood Edwart Pipeline Company L.C. Amood Edwart Pipeline Company L.C. Amood Edwart Pipeline Company L.C. Amood Edwart Pipeline Company L.C. Amood Edwart Pipeline Company L.C. Amood Edwart Pipeline Company Amood Edwart Pipeline Company Amood Pipeline Pipeline Company Amood Pipeline Ament II Company Amood Pipeline Ament II Company Amood Pipeline Ament II Company Amood Pipeline Search Company Amood Pipeline Search Pipeline Company Amood Pipeline Search Pipeline Company Amood Pipeline Search Pipeline Company Amood Pipeline Search Pipeline Company Amood Pipeline Search Pipeline Company Amood Pipeline Search Pipeline Company Amood Pipeline Search Pipeline Company Amood Pipeline Search Pipeline Company Amood Pipeline Search Pipeline Company Amood Pipeline Search Pipeline Company Amood Pipeline Search Pipeline Company Amood Pipeline Search Pipeline Company Amood Pipeline Search Company Amood Pipeline Search Pipeline Company Amood Pipeline Search Pipeline Company Amood Pipeline Search Pipeline Company Amood Pipeline Search Pipeline Company Amood Pipeline Search Pipeline Company Amood Pipeline Search Pipeline Company Amood Pipeline Search Pipeline Company Amood Pipeline Search Pipeline Company Amood Pipeline Search Pipeline Company Amood Pipeline Search Pipeline Company Amood Pipeline Search Pipeline Company Amood Pipeline Search Pipeline Company Amood Pipeline Search Pipeline Company Amood Pipeline Search Pipeline Company Amood Pipeline Search Pipeline Company Amood Pipeline Search Pipeli	Out 1 2 3 4 5 6 7 8 9 10 11 12 13 Oiltanking Beaumont Partners, L.P. Annox Beaumont I.P. Company Annox Deplina Pipeline Company Annox Opiras Pipeline Company Annox Opiras Pipeline Company Annox Deplina Pipeline Company I.C. Annox Deplina Pipeline Company I.C. Annox Deplina Pipeline Company I.C. Annox Deplina Pipeline Company I.C. Annox Deplina Pipeline Company I.C. Annox Deplina Pipeline Company I.C. Annox Deplina Pipeline Company I.C. Annox Deplina Pipeline Company I.C. Annox Deplina Pipeline Company I.C. Annox Deplina Pipeline Company I.C. Annox Deplina Pipeline Company I.C. Annox Deplina Pipeline Company I.C. Annox Deplina Pipeline Company I.C. Annox Deplina Pipeline Company I.C. Annox Deplina Pipeline Company I.C. Annox Deplina Pipeline Company I.C. Annox Deplina Pipeline Company Annox Deplina Pipeline Company Annox Pipelina Investment I Company Annox Pipelina Service Company Annox Pipelina Service Company Annox Pipelina Service Company Annox Pipelina Service Company Annox Pipelina Service Company Annox Pipelina Service Company Annox Pipelina Company In Standar Pipelina Company Annox Pipelina Company Annox Pipelina Service An	Level 1 2 3 4 5 6 7 8 8 9 9 9 9 9 9 9 9
O 1 2 3 4 5 6 7 B 9 10 11 12 13 Olitariking Beaumoni GP; LLC. Olitariking Beaumoni Parthers, L.P. Annoo Beaumoni LP Company Beaumoni Parthers, L.P. Annoo Capline Pipeline Gompany Olitariking Beaumoni Parthers, L.P. Annoo Capline Pipeline Company Olitariking Beaumoni Parthers, L.P. Annoo Capline Pipeline Company Olitariking Deplaine Company Olitarik	Dillanking Beaumont GP, LLC. Dillanking Beaumont Fartners, L.P.	Level 2 3 4 5 6 7 8 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9
O 11 2 3 4 5 6 7 B 9 10 11 12 13 Olitanking Beaumont GP; LL.C.	Dillanking Beaumont GP, LLC. Dillanking Beaumont Fartners, L.P.	Level 1 2 3 4 5 6 7 8 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9
O 1 2 3 4 5 6 7 8 9 10 11 12 13 Olitanking Beaumont GP, L.L.C. Olitanking Beaumont Partners, L.P. Annoo Beaumont I- Company Clashine Pipeline Company Annoo Cupline Pipeline Company Annoo Dipress Pipeline Company Annoo Dipress Pipeline Company Annoo Dipress Pipeline Company Annoo Dipress Pipeline Company Annoo Dipress Pipeline Company Annoo Dipress Pipeline Company Annoo Dipress Pipeline Company Annoo Dipress Pipeline Company Annoo Dipress Pipeline Company Annoo Dipress Pipeline Company Annoo Dipress Pipeline Company Annoo Dipress Pipeline Company Annoo Dipress Pipeline Company Annoo Dipress Pipeline Company Annoo Dipress Pipeline Company Annoo Dipress Pipeline Company Annoo Dipress Pipeline Company Annoo Dipress Pipeline Company Annoo Pipeline Dipress Olitanking Company Annoo Pipeline Diste Investment Company Annoo Pipeline Diste Investment Company Annoo Pipeline Diste Investment Company Annoo Pipeline Diste Investment Company Annoo Pipeline Diste Investment Company Annoo Pipeline Company Annoo Pipeline Company Annoo Pipeline Diste Company Annoo Pipeline Compan	Dillanking Beaumoni GP, LLC. Oillanking Beaumoni Farthers, L.P. Annoco Beaumoni Parthers, L.P. Oillanking Beaumoni Parthers, L.P. Annoco Capilire Pipeline Company. Capilire Pipeline Company. Capilire Pipeline Company. Capilire Pipeline Company. Com	Lexel O 1 2 3 4 5 6 7 8 9 O O O O O O O O O O O O O
O 1 2 3 4 5 6 7 8 9 10 11 12 13 Olitanking Beaumont GP, L.L.C. Olitanking Beaumont Partners, L.P. Annoo Beaumont L.P. Company I Capiline Pipeline Company Annoo Capiline Pipeline Company Annoo Capiline Pipeline Company Annoo Destin Pipeline Company I Este Pipeline Company I Este Pipeline Company I Este Pipeline Company I Este Pipeline Company I Este Pipeline Company I Este Pipeline Company I Este Pipeline Company I Este Pipeline Company I Este Pipeline Company I Este Pipeline Company I Este Pipeline Company I Este Pipeline Company I Este Pipeline Company I Este Pipeline Company I Este Pipeline Company I Este Pipeline Company I Este Pipeline Company I Este Pipeline Company Annoo I Longhom Pipeline Company Annoo Pipeline Pass Glidenting Company Annoo Pipeline Ditte Investment II Company Annoo Pipeline Seminole Investment Company Annoo Pipeline Seminole Investment Company Annoo Pipeline Seminole Pipeline Company Annoo Pipeline Seminole Pipeline Company Annoo Pipeline Seminole Pipeline Company Annoo Pipeline Seminole Pipeline Company Annoo Pipeline Seminole Pipeline Company Annoo Pipeline Seminole Investment Company Annoo Pipeline Seminole Investment Company Annoo Pipeline Seminole Investment Company Annoo Pipeline Seminole Investment Company Annoo Pipeline Seminole Investment Company Annoo Pipeline Seminole Company Annoo Pipeline Seminole Company Annoo Pipeline Seminole Company Annoo Pipeline Seminole Company Annoo Pipeline Company	O O II 2 3 3 4 5 5 6 7 8 9 10 II II 12 I3 IO III II	Level 1 2 3 4 5 6 7 8 9 Oiltanking Beaumont GP, L.L.C Oiltanking Beaumont GP, L.L.C Oiltanking Beaumont GP, L.L.C Oiltanking Beaumont Politanking Politanking System Annooc Destin Politanking Company LL Annooc High Island Politanking Company Esta Politanking Company Information Politanking Company Annooc Politanking Company Annooc Politanking Company Annooc Politanking Company Frontier Politanking Company Politanking Company Annooc Politanking Company Annooc Politanking Company Politanking Company Politanking Company Annooc Raucho Politanking Company Annooc Raucho Politanking Company Annooc Raucho Politanking Company Politanking Company Annooc Raucho Politanking Company Annooc Raucho Politanking Company Annooc Raucho Politanking Company Annooc Raucho Politanking Company Politanking Company Annooc Raucho Politanking
Out 1 2 3 4 5 6 7 8 9 10 11 12 13 Olitanking Beaumont GP, LL.C. Olitanking Beaumont Partners, L.P. Annoo Beaumont I- Company Capiline Pipeline Company Clushing Chicago Pipeline Company Annoo Cushing Chicago Pipeline Company Annoo Olymess Pipeline Company Annoo Olymess Pipeline Company, LL.C. Annoo Destin Pipeline Company, LL.C. Annoo Destin Pipeline Company, LL.C. Annoo Destin Pipeline Company, LL.C. Annoo Destin Pipeline Company, LL.C. Annoo Hop Island Pipeline Company Annoo Pipeline Pipeline Company Annoo Pipeline Pipeline Company Annoo Pipeline Pipeline Company Annoo Pipeline Investment Company Frontier Pipeline Company Annoo Pipeline Investment Company Annoo Pipeline Investment Company Annoo Pipeline Seminole Investment Company Annoo Pipeline Company Annoo Pipeline Company Annoo Pipeline Company Annoo Pipeline Company Annoo Pipeline Company Annoo Pipeline Company Annoo Pipeline Company Annoo Pipeline Company Annoo Pipeline Company Annoo Pipeline Company Annoo Pipeline Company Annoo Pipeline Company Annoo Pipeline Company Annoo Pipeline Company Annoo Pipeline Company Annoo Pipeline Company Annoo Pipeline Company Annoo Pipeline Company	O	Level 0 1 2 3 4 5 6 7 8 9 Olitarking Beaumont GP, LLC Olitarking Beaumont GP, LLC Olitarking Beaumont GP, LLC Olitarking Beaumont Politarking Beaumont CP Company Amood Beaumont LP Company Olitarking Beaumont LP Company Olitarking Beaumont LP Company Olitarking Beaumont LP Company Olitarking Company Olitarking Company Claring-Chicago Pipeline Company Chicago Pipeline Company Chicago Pipeline Company Annoon Pipeline Investment Company Chicago Pipeline Company Annoon Rancho Pipeline Company Chicago Pipeline
O 1 2 3 4 5 6 7 8 9 10 11 12 13 Olitanking Beaumont GP, L.L.C. Olitanking Beaumont Partners, L.P. Annoco Beaumont L.P. Company Annoco Custing-Chicago Pipeline Company Annoco Custing-Chicago Pipeline System Annoco Custing-Chicago Pipeline System Annoco Custing-Chicago Pipeline System Annoco Custing-Chicago Pipeline System Annoco Edicart Pipeline Company, L.C. Annoco Edicart Pipeline Company, L.C. Annoco Esse Pipeline Company, L.C. Annoco Esse Pipeline Company, L.C. Annoco Esse Pipeline Company, L.C. Annoco Longhorn Partners GP, L.C. Annoco Longhorn Partners GP, L.C. Annoco Main Ress Gathering Company, Annoco Pipeline System Annoco Pipeline Britis Investment I Company, Annoco Pipeline Dirie Investment Company, Annoco Pipeline Sistem Pipeline Company, Annoco Pipeline Sistem Pipeline Company, Annoco Pipeline System Annoco Pipeline System Annoco Pipeline Sominole Investment Company, Frontier Pipeline Company, Annoco Pipeline System Annoco Pipeline System Annoco Pipeline Company, Annoco Pipelin	O 1 2 3 4 5 6 7 8 9 10 11 12 13 10 10 10 11 12 13 10 10 11 12 13 10 10 11 12 13 10 10 11 12 13 10 10 11 12 13 11 11 12 13 11 11 12 13 11 11 12 13 11 11 12 13 11 11 12 13 11 11 12 13 11 11 12 13 11 11 12 13 11 11 12 13 11 11 12 13 11 11 12 13 13 11 12 13 1	Level 1 2 3 4 5 6 7 8 9 Olitanking Beaumont GP, LLC Olitanking Beaumont GP, LLC Olitanking Beaumont GP, LLC Olitanking Beaumont Popular Gollianking Gollia
1	1 2 3 4 5 6 7 8 9 9 10 11 12 13 1	Lexel Otto 1 2 3 4 5 6 7 8 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9
O 1 2 3 4 5 6 7 8 9 10 11 12 13 Olitanking Beaumont GP, L.L.C. Olitanking Beaumont Partners L.P. Annoo Beaumont Partners L.P. Annoo Beaumont Partners L.P. Annoo Beaumont Partners L.P. Annoo Beaumont Partners L.P. Annoo Designe Pipeline Ormpany Capiline Pipeline Ormpany Capiline Pipeline Ormpany Capiline Pipeline Ormpany Could be pipeline Ormpany Could be pipeline Ormpany Could provide the Company Could provide the Pipeline Ormpany Annoo Pipeline Distance Pipeline Ormpany Annoo Main Pass Gall General Pipeline Ormpany Annoo Pipeline Distance Ormpany Annoo Pipeline Seminal Company Annoo Pipeline Seminal Company Annoo Pipeline Seminal Reporter Company Annoo Pipeline Seminal Reporter Company Annoo Pipeline Seminal Reporter Company Annoo Pipeline Seminal Reporter Company Annoo Pipeline Seminal Reporter Company Annoo Pipeline Seminal Reporter Company Annoo Pipeline Seminal Reporter Company Annoo Pipeline Seminal Reporter Company Annoo Pipeline Seminal Reporter Company Annoo Pipeline Seminal Reporter Company Annoo Pipeline Seminal Reporter Company Annoo Pipeline Seminal Reporter Company Annoo Pipeline Seminal Reporter Company Annoo Pipeline Seminal Reporter Company Annoo Pipeline Seminal Reporter Company Annoo Pipeline Seminal Reporter Company	1 2 3 4 5 6 7 8 9 10 11 12 13 1	Level 1 2 3 4 5 6 7 8 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9
O 11 2 3 4 5 6 7 8 9 10 11 12 13 Olitanking Beaumont GP, L.L.C. Olitanking Beaumont Partners, L.P. Annoo Beaumont Partners, L.P. Annoo Capline Pipeline System (Joint venture Company) Annoo Capline Pipeline System (Joint venture Company) Annoo Opiness Pipeline Company, L.L.C. Annoo Destin Pipeline Company, L.L.C. Annoo Endoott Pipeline Company, L.L.C. Annoo Endoott Pipeline Company, L.L.C. Annoo Endoott Pipeline Company, L.L.C. Annoo Endoott Pipeline Company, L.L.C. Annoo High Island Pipeline Company I Este Pipeline Company Annoo High Island Pipeline Company Annoo High Island Pipeline Company Annoo High Island Pipeline Company Annoo High Island Pipeline Company Annoo High Island Pipeline Company Annoo High Island Pipeline Company Annoo Pipeline Asset Company Annoo Main Pipeline System Annoo Main Pipeline System Annoo Pipeline Asset Company Annoo Pipeline Dickle Investment Company Annoo Pipeline Dickle Investment Company Annoo Pipeline Dickle Investment Company Annoo Pipeline System Company Annoo Pipeline Company	1 2 3 4 5 6 7 8 9 10 11 12 13 1	Level O 1 2 3 4 5 6 7 8 9 Oiltanking Beaumont GP, L.L.C Oiltanking Beaumont GP, L.L.C Oiltanking Beaumont Politanking Beaumont Amoo Beaumont LP Company Oiltanking Beaumont Porthers, Amooo Capiline Pipeline Company Oiltanking Beaumont Parthers, Amooo Cushing-Chicago Pipeline Company Oiltanking Beaumont Parthers, Amooo Cushing-Chicago Pipeline Company Oiltanking Beaumont Pipeline Company Oiltanking Beaumont Pipeline Company Oiltanking Beaumont Pipeline Company Oiltanking Beaumont Pipeline Company Oiltanking Beaumont Pipeline Company Oiltanking Beaumont Pipeline Company Oiltanking Beaumont Pipeline Company Oiltanking Beaumont Pipeline Company Oiltanking Beaumont Pipeline Company Oiltanking Pipeline Company Oiltanking Beaumont Pipeline Company Oiltanking Beaumont Pipeline Company Oiltanking Beaumont IP Oiltanking Pipeline Company Oiltanking Beaumont IP Oiltanking Beaumont IP Oiltanking Company Oiltanking Beaumont IP Oiltanking Beaumont IP Oiltanking Company Oiltanking Beaumont IP Oiltanking Beaumont IP Oiltanking Company Oiltanking Beaumont IP Oiltanking Beaumont IP Oiltanking Beaumont IP Oiltanking Beaumont IP Oiltanking Company Oiltanking Beaumont IP Oiltanking Beaumont IP Oiltanking Company Oiltanking Beaumont IP Oiltanking Beaumont IP Oiltanking Company Oiltanking Beaumont IP Oiltanking Beaumont IP Oiltanking Company Oiltanking Beaumont IP Oiltanking Beaumont IP Oiltanking Beaumont IP Oiltanking Beaumont IP Oiltanking Beaumont IP Oiltanking Beaumont IP Oiltanking Beaumont IP Oiltanking Beaumont IP Oiltanking Beaumont IP Oiltanking Beaumont IP Oiltanking Beaumont IP Oiltanking Beaumont IP Oiltanking Beaumont IP Oiltanking Beaumont IP Oiltanking Beaumont IP Oiltanking Beaumont IP Oiltanking Beaumont IP Oiltanking Beaumont IP Oiltanking Beaumont IP Oiltanking Company Oiltanking Beaumont IP Oiltanking Beaumont IP Oiltanking Beaumont IP Oiltanking Beaumont IP Oiltanking Beaumont IP Oiltanking Beaumont IP Oiltanking Beaumont IP Oiltanking Beaumont IP Oiltanking Beaumont IP Oiltanking Beaumont IP Oiltanking Beaumon
O 1 2 3 4 5 6 7 8 9 9 10 11 12 Oiltanking Beaumont GP, L.L.C. Oiltanking Beaumont GP, L.L.C. Oiltanking Beaumont Partners, L.P. Oiltanking Beaumont Ppeline Company Oiltanking Beaumont Pipeline Company Oiltanking Company Oiltanking Company Oiltanking Company Oiltanking Company Oiltanking Company Oiltanking Beaumont Company Oiltanking Company Oiltanking Company Oiltanking Company Oiltanking Company Oiltanking Company Oiltanking Company Oiltanking Company Oiltanking Company Oiltanking Company Oiltanking Company Oiltanking Company Oiltanking Company Oiltanking Company Oiltanking Company Oiltanking Company Oiltanking Company Oiltanking Company Oil	Out 1 2 3 4 5 6 7 8 9 10 11 12 Olitarking Beaumont GP, L.L.C. Olitarking Beaumont Partners, L.P. Amoo Beaumont Polytonery Olitarking Beaumont Partners, L.P. Amoo Beaumont Partners, L.P. Amoo Capline Pipeline Company Olitarking Beaumont Partners, L.P. Amoo Capline Pipeline Company Olitarking Peaumont Partners, L.P. Amoo Cushing-Chicago Pipeline Company (Cushing-Chicago Pipeline Company) (Cushing-Chicago Pipeline	Level 0 1 2 3 4 5 6 7 8 9 Olitarking Beaumont GP, LLC Olitarking Beaumont GP, LLC Olitarking Beaumont GP, LLC Olitarking Beaumont GP, LLC Olitarking Beaumont GP, LLC Olitarking Beaumont LP Company Amoco Beaumont LP Company Olitarking Beaumont LP Company Clashing Chicago Pipeline Company Clashing Chicago Pipeline Company Clashing Chicago Pipeline Company Clashing Chicago Pipeline Company Clashing Chicago Pipeline Company Clashing Chicago Pipeline Company Clashing Chicago Pipeline Company Clashing Chicago Pipeline Company Clashing Chicago Pipeline Company Clashing Chicago Pipeline Company Clashing Chicago Pipeline Company Clashing Chicago Pipeline Company Clashing Chicago Pipeline Company Clashing Chicago Pipeline Company Clashing Company Company Clashing Chicago Pipeline System Amoco Linghom Partners GP, LLC Amoco Longhom Pipeline Company Clashing Company C
O 1 2 3 4 5 6 7 8 9 10 11 12	O 1 2 3 4 5 6 7 8 9 9 10 11 12 O 1 1 2 3 4 4 5 6 7 8 9 9 10 11 12 O 1 1 2 3 4 4 5 6 7 8 9 9 10 11 12 O 1 1 2 3 4 4 5 6 7 8 9 9 10 11 12 O 1 1 2 3 4 5 6 7 8 9 9 10 11 12 O 1 2 3 4 5 6 7 8 9 9 10 11 12 O 1 2 3 4 5 6 7 8 9 9 10 11 12 O 1 2 3 4 7 8 9 9 10 O 1 2 3 4 7 8 9 9 10 O 1 2 3 4 7 8 9 9 10 O 1 2 3 4 7 8 9 9 10 O 1 2 3 4 7 8 9 9 10 O 1 2 3 4 7 8 9 9 10 O 1 2 3 4 7 8 9 9 10 O 1 2 3 4 7 8 9 9 10 O 1 2 3 4 7 8 9 9 10 O 1 2 3 4 7 8 9 9 10 O 1 2 3 4 7 8 9 9 10 O 1 2 3 4 7 8 9 9 10 O 1 2 3 4 7 8 9 9 10 O 1 2 3 4 7 8 9 9 10 O 1 2 3 4 7 8 9 9 10 O 1 2 3 4 7 8 9 9 10 O 1 2 3 4 7 8 9 9 10 O 1 2 3 4 7 8 9 9 9 10 O 1 2 3 4 7 8 9 9 9 10 O 1 2 3 4 7 8 9 9 9 10 O 1 2 3 4 7 8 9 9 9 10 O 1 2 3 4 7 8 9 9 9 9 10 O 1 2 3 4 7 8 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	Level 1 2 3 4 5 6 7 8 9 Olitanking Beaumont GP, LLC Olitanking Beaumont GP, LLC Olitanking Beaumont GP, LLC Olitanking Beaumont Populary Amood Beaumont LP Company Olitanking Beaumont Partners, Amood Capline Pipeline Company Cashing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Company Oppress Pipeline Company Oppress Pipeline Company Indicate Pipeline Company Indicate Pipeline Company
O 1 2 3 4 5 6 7 8 9 10 11 12 Oillanking Beaumont GP, LL.C. Oillanking Beaumont GP, LL.C. Oillanking Beaumont Partners, L.P. Amooo Beaumont L.P. Company Oillanking Beaumont Partners, L.P. Amooo Beaumont L.P. Company Oillanking Beaumont Partners, L.P. Amooo Depline Pipeline Company Oppline Pipeline Company Oppline System Amooo Cushing-Chicago Pipeline System Oppline Company Opplin	Oillanking Beaumont GP, L.L.C. Oillanking Beaumont GP, L.L.C. Oillanking Beaumont GP, L.L.C. Oillanking Beaumont Partners, L.P. Amooo Beaumont Per Company Oillanking Beaumont Partners, L.P. Oillanking Beaumont Partners, L.P. Amooo Capiline Pipeline Company Coushing-Chicago Pipeline Company Coushing-Chicago Pipeline Company Coushing-Chicago Pipeline Company Coushing-Chicago Pipeline Company Coushing-Chicago Pipeline Company Coushing-Chicago Pipeline Company Coushing-Chicago Pipeline Company Coushing-Chicago Pipeline Company Coushing-Chicago Pipeline Company Coushing-Chicago Pipeline Company Coushing-Chicago Pipeline Company Coushing-Chicago Pipeline Company Coushing-Chicago Pipeline Company Coushing-Company Coushing-Coushing-Company Coushing-Coushing-Company Coushing-Coushing-Company Coushing-Company Coushing-Company Coushing-Company Coushing-Coushing-Company Coushing-Coushing-Company Coushing-Coushing-Company Coushing-Coushing-Company Coushing-Coushing-Company Coushing-Coushing-Company Coushing-C	Level 1 2 3 4 5 6 7 8 9 Olitanking Beaumont GP, L.L.G Olitanking Beaumont GP, L.L.G Olitanking Beaumont GP, L.L.G Olitanking Beaumont Politanking Beaumont Politanking Beaumont Politanking Beaumont Partners, Amoco Beaumont Partners, Amoco Capline Pipeline Company Olitanking Beaumont Partners, Amoco Capline Pipeline System (joint) Amoco Cushing-Chicago Pipeline Ompany Oppress Pipeline Company Oppress Pipeline Company Oppress Pipeline Company Oppress Pipeline Company Indicate Pipeline Compa
O 1 2 3 4 5 6 7 8 9 10 11 12 Olitanking Beaumont GP, L.L.C. Olitanking Beaumont Partners, L.P. Amoco Beaumont Politanking Beaumont Partners, L.P. Amoco Capline Pipeline Company Olitanking Beaumont Partners, L.P. Amoco Capline Pipeline Company Amoco Cushing-Chicago Pipeline System (joint venture Amoco Cypress Pipeline Company, L.L.C. Amoco Destin Pipeline Company, L.L.C. Amoco Destin Pipeline Company, L.L.C. Amoco Este Pipeline Company I Destin Pipeline Company I Este Pipeline Company I Este Pipeline System Amoco High Island Pipeline System Amoco Longhom Partners GP, L.C. Amoco Longhom Pipeline Company Longhom Partners GP, L.C. Amoco Longhom Pipeline Company I Longhom Partners GP, L.C. Amoco Longhom Partners SP, L.C. Amoco Pipeline Associated in System Amoco Pipeline Associated in System Amoco Pipeline Associated Company I Longhom Partners GP, L.C. Amoco Pipeline Associated in System Amoco Pipeline Investment (Company) Amoco Pipeline Investment (Company) Amoco Pipeline Investment (I) Company	1 2 3 4 5 6 7 8 9 10 11 12 Oillanking Beaumont GP, L.L.C. Oillanking Beaumont GP LL.C. Oillanking Beaumont Partners, L.P. Annoo Beaumont LP Company Annoo Clashing-Chicago Fipeline Company Coushing-Chicago Fipeline Coushing Coushing-Chicago Fipeline Coushing Coushing-Chicago Fipeline Company Coushing-Chicago Fipeline Coushing Coushing-Chicago F	Level 1 2 3 4 5 6 7 8 9 Olitarking Beaumont GP, LLC Olitarking Beaumont GP, LLC Olitarking Beaumont GP, LLC Olitarking Beaumont Politarking Beaumont Amooo Beaumont LP Company Olitarking Beaumont Politarking Beaumont Amooo Capiline Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company
O 1 2 3 4 5 6 7 8 9 10 11 12 Oiltanking Beaumont Partners, L.P. Amoco Beaumont Pactners, L.P. Amoco Capline Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company I Cushing-Chicago Pipeline Company I Cushing-Chicago Pipeline Company I Destin Pipeline Company I Endicott Pipeline Company I Endicott Pipeline Company I Este Pipeline Company I Este Pipeline Company I Este Pipeline Company I Longhorn Partners Gip-LLC Amoco Longhorn Partners Gip-LLC Amoco Longhorn Partners Gip-LLC I Longhorn Partners Gip-LLC Amoco Longhorn Partners Gip-	Dillanking Beaumont GP, L.L.C.	Level 1 2 3 4 5 6 7 8 9 Oiltanking Beaumont GP, L.L.C Oiltanking Beaumont GP, L.L.C Oiltanking Beaumont CP, C.L.C Oiltanking Beaumont LP Company Oiltanking Beaumont Pointers, Amooo Beaumont LP Company Oiltanking Beaumont Partners, Amooo Cushing-Chicago Pipeline Company Oiltanking Beaumont Partners, Amooo Cushing-Chicago Pipeline Company Oiltanking Beaumont Pointers, Amooo Cushing-Chicago Pipeline Company Oiltanking Beaumont Pipeline Company Oiltanking Beaumont Pipeline Company Oiltanking Beaumont Pipeline Company Oiltanking Beaumont Pipeline Company Oiltanking Beaumont Pipeline Company Oiltanking Beaumont Pipeline Company Oiltanking Pipeline Company Oiltanking Beaumont Pipeline Company Oiltanking Beaumont Pipeline Company Oiltanking Beaumont II Company Oiltanking Beaumont Oiltanking B
0 1 2 3 4 5 6 7 8 9 10 11 12 Collanking Beaumont Epitta Company	Dillanking Beaumont GP, L.L.C. Oillanking Beaumont GP, L.L.C. Oillanking Beaumont GP, L.L.C. Oillanking Beaumont Partners, L.P. Amoco Equime Pipeline Company Cashing-Chicago Pipeline System Amoco Cushing-Chicago Pipeline System Coushing-Chicago Pipeline System Coushing-Chicago Pipeline Company Coushing-Chicago Pipeline System Coushing-Chicago Pipeline System Coushing-Chicago Pipeline Company Coushing-Chicago Pipeline System Coushing-Chicago Pipeline Company Company Coushing-Chicago Pipeline Company Company Coushing-Chicago Pipeline Company Company Coushing-Chicago Pipeline Company Company Coushing-Chicago Pipeline Company Company Coushing-Chicago Pipeline Company Coushing-Chicago Pip	Level 1 2 3 4 5 6 7 8 9 Olitanking Beaumont GP, LLC Olitanking Beaumont GP, LLC Olitanking Beaumont LP Company Amoos Beaumont LP Company Olitanking Beaumont LP Company Olitanking Beaumont LP Company Clushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cypress Pipeline Company Oppress Pipeline Company Cypress Pipeline Company In Company In Company In Company In Company In Company In Company In Company In Company In Company In Company In Company In In In In In In In In In In In In In I
1	Dillanking Beaumont GP, L.L.C. Oillanking Beaumont Partners, L.P. Amoos Beaumont LP Company Oillanking Beaumont Partners, L.P. Amoos Capine Pipeline Company Capine Company Capine Company Capine Company Capine Pipeline Company Capine System Amoos High Island Pipeline Company Capine System Capine Pipeline Company Capine Assett Company Capine Pipeline Company Capine Pipeline Company Capine Pipeline Company Capine Pipeline Company Capine Pipeline Company Capine Pipeline Company Capine Pipeline Company Capine Pipeline Company Capine Pipeline Company Capine Pipeline Company Capine Pipeline Company Capine Pipeline Company Capine Pipeline Company Capine Pipeline Company Capine Pipeline Com	Level 1 2 3 4 5 6 7 8 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9
0 1 2 3 4 5 6 7 8 9 10 11 12 13 Collanking Beaumont Op, L.C. Collanking Beaumont Partners, L.P. Collanking Beaumont Partners, L.P. Amoo Beaumont Politine Company Captine Pipeline Company Captine	Dillanking Beaumont GP, L.C. Oillanking Beaumont GP, L.C. I Oillanking Beaumont Partners, L.P. Amooc Beaumont LP Company I Company I Cashing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline System Amooc Destin Pipeline Company Company I Cashing-Chicago Pipeline Company Compa	Level 1 2 3 4 5 6 7 8 9 Oiltanking Beaumont GP, L.L.C Oiltanking Beaumont GP, L.L.C Oiltanking Beaumont GP, L.L.C Oiltanking Beaumont Popular Beaumont Popular Beaumont Popular Beaumont Popular Beaumont Partners, Amoco Capline Pipeline Compan, Oiltanking Beaumont Partners, Amoco Cushing Chicago Pipeline Compan, Coushing Chicago Pipeline Compan, Oppress Pipeline Compan, Oppress Pipeline Compan, Oppress Pipeline Compan, Oppress Pipeline Compan, Oppress Pipeline Compan, Destin Pipeline Compan, Destin Pipeline Compan, Destin Pipeline Compan, Destin Pipeline Compan, Este Pipeline Compan, Este Pipeline Compan, Help Island Pipeline Compan, Amoco High Island Pipeline Compan, LL.C Amoco Inghom Partners GP, LL.C Amoco Main Pass Galtering Compan, Main Pass Goldening Compan, Main Pass Goldening Compan, Main Pass Oil Gathering Compan
0 1 2 3 4 5 6 7 8 9 10 11 12 13 Olitanking Beaumont OP, L.L.C. Amood Beaumont I P Company Olitanking Beaumont Partners, L.P. Amood Capline Pipeline Company Cushing-Chicago Pipeline Company Oppress Pipeline Company Oppress Pipeline Company Oppress Pipeline Company Oppress Pipeline Company Oppress Pipeline Company Oppress Pipeline Company I Destin Pipeline Company I Estin Pipeline System Amood Longhom Fartners System Amood Longhom Fartners Pipeline, LP Amood Longhom Pathers Oppony I Longhom P	Dillanking Beaumont GP, L. C. Oillanking Beaumont GP, L. C. I Oillanking Beaumont Partners, L.P. Amooc Beaumont LP Company Amooc Capline Pipeline Company Capline Pipeline Company Cousting-Chicago Pipeline System Amooc Oppress Pipeline Company Cousting-Chicago Pipeline System Amooc Destin Pepeline Company Longhom Pipeline Company Este Pipeline Company I Endicott Pipeline Company Amooc Longhom Pathers OF, I L C. Amooc Longhom Pathers OF, I L C.	Level 1 2 3 4 5 6 7 8 9 Olitanking Beaumont GP, LLC Olitanking Beaumont GP, LLC Olitanking Beaumont LP Company Amood Beaumont LP Company Olitanking Beaumont LP Company Clashing-Chicago Pipeline Company Cushing-Chicago Pipeline System (Gint Namood Cypress Pipeline Company) Amood Cypress Pipeline Company Oppress Pipeline Company I Este Pipeline Company I Este Pipeline Company I Este Pipeline Company I C
O 1 2 3 4 5 6 7 8 9 10 11 12 13 Oillanking Beaumont GP, L.L.C. Oillanking Beaumont Partners, L.P. Amood Beaumont Pochpany Collinaking Beaumont Partners, L.P. Amood Cayline Pipeline Company Coushing-Chicago Pipeline System (Company) Coushing-Chicago Pipeline System (Company) Coushing-Chicago Pipeline System (Company) Coushing-Chicago Pipeline Company) (Company) (Company	Dillanking Beaumont GP, L.C. Oillanking Beaumont Partners, L.P. Amoco Beaumont LP Company Capiline Pipeline Company Capiline Pipeline Company Cushing-Chicago Pipeline System Amoco Destin Pipeline Company County Pip	Level 1 2 3 4 5 6 7 8 9 Olitanking Beaumont GP, LLC Olitanking Beaumont Politanking Company Olitanking Politanking Beaumont Politanking Beaumont Politanking Beaumont Politanking Beaumont Politanking Beaumont Politanking Politanking Politanking Company Olitanking Beaumont Politanking Beaumont Politanking Politanking Politanking Politanking Politanking Politanking Politanking Politanking System Amoco High Island Pipeline System Amoco Longhom Partners GP, LLC Amoco Longhom Partners GP, LLC Amoco Longhom Partners GP, LLC Amoco Longhom Partners GP, LLC Amoco Longhom Partners GP, LLC Amoco Longhom Partners GP, LLC Amoco Longhom Partners GP, LLC Amoco Longhom Partners GP, LLC Amoco Longhom Partners GP, LLC Amoco Longhom Partners GP, LLC Amoco Longhom Partners GP, LLC Amoco Longhom Partners GP, LLC Amoco Longhom Partners GP, LLC
0 1 2 3 4 5 6 7 8 9 10 11 12 13 Dillanking Beaumont OP, L.L.C. Dillanking Beaumont Partners, L.P.	Oillanking Beaumont GP, L.C. Oillanking Beaumont Partners, L.P. Amooo Beaumont LP Company Amooo Capline Pipeline Company Capline Pipeline Company Compa	Level 1 2 3 4 5 6 7 8 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9
1 2 3 4 5 6 7 8 9 10 11 12 13	Diltanking Beaumont GP, L.L.C. Oiltanking Beaumont GP, L.L.C. Oiltanking Beaumont Partners, L.P. Annoo Beaumont LP Company Oiltanking Beaumont Partners, L.P. Annoo Capiline Pipeline Company Capiline Pipeline Company Capiline Pipeline Company Coushing-Chicago Pipeline Company Oiltanking Beaumont Partners, L.P. Annoo Capiline Pipeline Company Coushing-Chicago Pipeline Company Coushing-Chicago Pipeline Company Co	Level 1 2 3 4 5 6 7 8 9 Olitanking Beaumont GP, L.L.C. Olitanking Beaumont GP, L.L.C. Olitanking Beaumont GP, L.L.C. Olitanking Beaumont GP, L.L.C. Olitanking Beaumont LP Company Amood Beaumont LP Company Olitanking Beaumont Portners, Amood Captine Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Company Company Company Company Company Company Endicott Pipeline Company Endicott Pipeline Company Endicott Pipeline Company Endicott Pipeline Company Endicott Pipeline Company Este Pipeline Company Este Pipeline Company Longtom Fartners GP, L.C. Amood Longtom Pireline Company Longtom Partners GP, L.C. Amood Longtom Pipeline Company
O 1 2 3 4 5 6 7 8 9 10 11 12 13 Oillanking Beaumoni GP, L.L.G. Oillanking Beaumoni Partners, L.P. Amoo Beaumoni Pollinaring Beaumoni Partners, L.P. Amoo Capline Pipeline Company Capline Pipeline Company Cushing-Chicago Pipeline System Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline System Cushing-Chicago Pipeline Company Logo Pipeline Company I Endicott Pipeline Company Endicott Pipeline Company	Oillanking Beaumont GP, L.C. Oillanking Beaumont GP, L.C. Oillanking Beaumont Partners, L.P. Amoco Beaumont LP Company Amoco Capilia Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline System Amoco Cypress Pipeline Company Cypress Pipeline Cypress	Level 1 2 3 4 5 6 7 8 9 Oiltanking Beaumont GP, L.L.C. Oiltanking Beaumont GP, L.L.C. Oiltanking Beaumont Politanking Beaumont Politanking Beaumont Politanking Beaumont Politanking Beaumont Partners, Amooc Beaumont Politanking Beaumont Partners, Oiltanking Beaumont Partners, Amooc Cushing Chicago Pheline Compan, Oypress Pheline Compan, Oypress Pheline Compan, Oypress Pheline Company, L.L.C. Amooc Destin Pipeline Company, L.L.C. Amooc Destin Pipeline Company Este Pipeline Company Este Pipeline Company High Island Pipeline Company High Island Pipeline Company Inform Partnership Amooc High Island Pipeline Company Inform Partnership Information GP Pipeline Company Information GP Pipeline Company Information GP Pipeline Company Information GP Pipeline Company Information GP Pipeline Company Information GP Pipeline Company Information GP Pipeline Company Information GP Pipeline Company Information GP Pipeline Company Information GP Pipeline Company Information GP Pipeline Company Information GP Pipeline Company Information GP Pipeline Company Information GP Pipeline Company Information GP Pipeline Company Information GP Pipeline Company Information GP Informatio
1 2 3 4 5 6 7 8 9 10 11 12 13	Destin Pepiline Company Amoo Destin Pepiline Company Amoo Este Pipeline Company Lead of Pepiline System Amoo Este Pipeline Company Lead of Pepiline Company Amoo Este Pipeline Company Lead of Pepiline Company Amoo Lead of Pepiline Company Lead of Pepiline Company Lead of Pepiline Company Amoo Lead of Pepiline Company Lead of Pepiline Company Amoo Lead of Pepiline Company Lead of Pepiline Company Amoo Lead of Pepiline Compan	Level 1 2 3 4 5 6 7 8 9 Oillanking Beaumont GP, LL C Oillanking Beaumont GP, LL C Oillanking Beaumont LP Company Amood Beaumont LP Company Oillanking Beaumont LP Company Clarking Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cypress Pipeline Company Cypress Pipeline Company LL C Amood Opesin Pipeline Company Endicott Pipeline Company Endicott Pipeline Company Endicott Pipeline Company Endicott Pipeline Company High Island Pipeline Company High Island Pipeline Company Amood Londhon GP Pipeline Company Amood Londhon GP Pipeline Company Amood Londhon GP Pipeline Company
1 2 3 4 5 6 7 8 9 10 11 12 13	1 2 3 4 5 6 7 8 9 10 11 12 13 1	Level I 2 3 4 5 6 7 8 9 Olitanking Beaumont GP, LLC Olitanking Beaumont GP, LLC Olitanking Beaumont Popular Annoo Beaumont Popular Olitanking Beaumont Popular I Olitanking Beaumont Partners, Annoo Capline Pipeline Company I Capline Pipeline System (Joint Annoo Cushing-Chicago Pipeline Compan) I Capline Pipeline System (Joint Annoo Cypress Pipeline Company) I Oppress Pipeline Company I Oppress Pipeline Company I Destin Pipeline Company I Este Pipeline Company I Este Pipeline Company I Este Pipeline Company I Este Pipeline Company I Este Pipeline Company I Este Pipeline Company I Este Pipeline Company I Este Pipeline Company I Este Pipeline Company I Este Pipeline System Annoon Esta Pipeline Company I Este Pipeline Company I Este Pipeline System
1 2 3 4 5 6 7 8 9 10 11 12 13	Desir Pipeline Company L.C. Amoo Este Pipeline Company L.C	Leye) 1 2 3 4 5 6 7 8 9 Oilfanking Beaumont GP, L.L.C. Oilfanking Beaumont GP, L.L.C. Oilfanking Beaumont GP, L.L.C. Oilfanking Beaumont LP Company Amood Beaumont LP Company Oilfanking Beaumont LP Company Clashine Pipeline Company Amood Cushing-Chicago Pipeline Goppany Clushing-Chicago Pipeline Company Clushi
1 2 3 4 5 6 7 8 9 10 11 12 13	Diltanking Beaumont GP, L.L.C. Oiltanking Beaumont GP, L.L.C. Oiltanking Beaumont GP, L.L.C. Oiltanking Beaumont Partners, L.P. Amoox Beaumont LP Company Oiltanking Beaumont Partners, L.P. Amoox Capiline Pipeline Company Oiltanking Beaumont Partners, L.P. Amoox Capiline Pipeline Company Oiltanking Beaumont Partners, L.P. Amoox Capiline Pipeline Company Oiltanking Beaumont Partners, L.P. Amoox Capiline Pipeline System (Joint venture Joseph Pipeline Company Oiltanking Beaumont Partners, L.P. Amoox Capiline Pipeline Company Oiltanking Beaumont Partners, L.P. Amoox Capiline Pipeline Company Oiltanking Beaumont Partners, L.P. Amoox Capiline Pipeline Company Oiltanking Beaumont Partners, L.P. Amoox Capiline Pipeline Company Oiltanking Beaumont Partners, L.P. Amoox Capiline Pipeline Company Oiltanking Beaumont Partners, L.P. Amoox Capiline Pipeline Company Oiltanking Beaumont Partners, L.P. Amoox Capiline Pipeline Company Oiltanking Beaumont Partners, L.P. Amoox Capiline Pipeline Company Oiltanking Beaumont Partners, L.P. Amoox Capiline Pipeline Company Oiltanking Beaumont Partners, L.P. Amoox Capiline Pipeline Company Oiltanking Beaumont Partners, L.P. Amoox Capiline Pipeline Company Oiltanking Beaumont Partners, L.P. Amoox Capiline Pipeline Company Oiltanking Beaumont Partners, L.P. Amoox Capiline Pipeline Company Oiltanking Beaumont Partners, L.P. Amoox Capiline Pipeline Company Oiltanking Beaumont Partners, L.P. Amoox Capiline Pipeline Company Oiltanking Beaumont Partners, L.P. Amoox Capiline Pipeline Company Oiltanking Beaumont Partners, L.P. Amoox Capiline Pipeline Company Oiltanking Beaumont Partners, L.P. Amoox Capiline Pipeline Company Oiltanking Beaumont Partners, L.P. Amoox Capiline Pipeline Company Oiltanking Beaumont Partners, L.P. Amoox Capiline Pipeline Company Oiltanking Beaumont Partners, L.P. Amoox Capiline Pipeline Company Oiltanking Beaumont Partners, L.P. Amoox Capiline Pipeline Company	Lexel Company
1 2 3 4 5 6 7 8 9 10 11 12 13	1 2 3 4 5 6 7 8 9 10 11 12 13 1	Lexel 2 3 4 5 6 7 8 9 9 9 9 9 9 9 9 9
0 1 2 3 4 5 6 7 8 9 10 11 12 13 Olitanking Beaumont OP, L.L.C. Olitanking Beaumont Partners, L.P. Amood Beaumont Poormany Olitanking Beaumont Partners, L.P. Amood Capline Pipeline Company Amood Capline Pipeline Company Output Chicago Pipeline System Amood Cypress Pipeline Company Oppress Pipeli	Dillanking Beaumont GP, L.L.C. Oillanking Beaumont GP, L.L.C. Oillanking Beaumont Partners L.P. Amooo Beaumont I P Company Oillanking Beaumont Partners, L.P. Amooo Capline Pipeline Company Capline Pipeline System (joint venture) Amooo Cushing-Chicago Pipeline Company Coppress Pipeline Company Amooo Opestin Pipeline Company Coppress Pipeline Company Amooo Destin Pipeline Company Amooo Destin Pipeline Company Amooo Endicott Pipeline Company Endicott Pipeline Company Endicott Pipeline Company Endicott Pipeline Company Endicott Pipeline Company Endicott Pipeline Company Endicott Pipeline Company Endicott Pipeline Company Endicott Pipeline Company Endicott Pipeline Company Endicott Pipeline Company Endicott Pipeline Company Endicott Pipeline Company Endicott Pipeline Company Endicott Pipeline Company Endicott Pipeline Company	Leye) Leye) 1 2 3 4 5 6 7 8 9 Oillanking Beaumont GP, LL C Oillanking Beaumont GP (LL C Oillanking Beaumont Company) Amood Beaumont LP Company Oillanking Beaumont LP Company Oillanking Beaumont Peritine System (John Amood Capline Pipeline Company) Amood Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Outshing-Chicago Pipeline Company Cypress Pipeline Company Amood Operitine Pipeline Company Ledicott Pipeline Company Le
O 1 2 3 4 5 6 7 8 9 10 11 12 13	Dillanking Beaumont GP, L.L.C. Oillanking Beaumont GP, L.L.C. Oillanking Beaumont Partners, L.P. Amoos Beaumont LP Company Capiline Pipeline System (Joint venture Amoos Cushing-Chicago Pipeline System Amoos Cushing-Chicago Pipeline Company Ollanking Beaumont Partners, L.P. Amoos Cushing-Chicago Pipeline Company Option System Amoos Cushing-Chicago Pipeline Company Options Pipeline Company Options Pipeline Company Lossin Pipeline Company Lossin Pipeline Company Destin Pipeline Company Lossin Pipeline Company Lossin Pipeline Company Destin Pipeline Company Lossin Pipeline C	Level I 2 3 4 5 6 7 8 9 Olitanking Beaumont GP, LLC Olitanking Beaumont CP, LLC Olitanking Beaumont Popular Annoo Beaumont LP Company Olitanking Beaumont Partners, Annoo Capline Pipeline Company Capline Pipeline Company Capline Pipeline Company Company Annoo Cushing-Chicago Pipeline Company
O 1 2 3 4 5 6 7 8 9 10 11 12 13 Oillanking Beaumont OP, L.L.C. Oillanking Beaumont Partners, L.P. Amood Beaumont Pooling Company Capiline Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Amood Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Amood Oppress Pipeline Company Amood Destin Pipeline Company	Oillanking Beaumont GP, L.L.C. Oillanking Beaumont GP, L.L.C. Oillanking Beaumont Partners, L.P. Amooc Beaumont LP Company Amooc Capline Pipeline Company Capline Pipeline Company Capline Pipeline Company Counting Chicago Pipeline System Amooc Oppress Pipeline Company Amooc Desting Chicago Pipeline System Amooc Desting Chicago Pipeline Company	Leye) 1 2 3 4 5 6 7 8 9 Oillanking Beaumont GP, L.L.G Oillanking Beaumont GP, L.L.G Oillanking Beaumont GP, L.L.G Oillanking Beaumont P Company Amood Beaumont P Company Oillanking Beaumont P Company Oillanking Beaumont P Company Amood Capline Pipeline Company Amood Cushing Chicago Pipeline System (Joint Amood Cushing Chicago Pipeline System (Joint Company) Amood Cushing Chicago Pipeline System (Joint Company) Oppress Pipeline Company) Oppress Pipeline Company, LL.G
1 2 3 4 5 6 7 8 9 10 11 12 13 13 14 15 15 15 16 17 18 17 18 18 19 10 11 12 13 18 19 10 11 12 13 19 19 10 11 12 13 19 19 19 19 19 19 19	Dillanking Beaumont GP, L.I.C. Oillanking Beaumont GP, L.I.C. Oillanking Beaumont Partners, L.P. Amooc Beaumont I P Company Oillanking Beaumont Partners, L.P. Amooc Capiline Pipeline Company Capiline Pipeline System (joint venture Amooc Cushing-Chicago Pipeline Company Coppress Pipeline Company Coppress Pipeline Company Amooc Opesin Pipeline Company Coppress Pipeline Company Coppress Pipeline Company Coppress Pipeline Company Coppress Pipeline Company	Level 1 2 3 4 5 6 7 8 9 Oilfanking Beaumont GP, LL C Oilfanking Beaumont GP (LL C Oilfanking Beaumont I P Company Oilfanking Beaumont I P Company Oilfanking Beaumont I P Company Clayline Pipeline Company Clayline Pipeline Compan Outshing-Chicago Pipeline Compan Countries Pipeline Compan Oypress Pipeline Compan) Oypress Pipeline Company Cypress Pipeline Company Oypress Pipeline Company
O 1 2 3 4 5 6 7 8 9 10 11 12 13	Oillanking Beaumont GP, L.L.C. Oillanking Beaumont GP, L.L.C. Oillanking Beaumont Partners, L.P. Amooc Beaumont LP Company Amooc Capifine Pipeline Company Capifine Pipeline Company Capifine Pipeline Company Amooc Cushing-Chicago Pipeline Company Amooc Cushing-Chicago Pipeline Company Olypress Pipeline Company Amooc Cypress Pipeline Company Oypress Pipeline Company	Lexel 1 2 3 4 5 6 7 8 9 9 9 9 1 2 3 4 5 6 7 8 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9
1 2 3 4 5 6 7 8 9 10 11 12 13	1 2 3 4 5 6 7 8 9 10 11 12 13 1	Leye) 1 2 3 4 5 6 7 8 9 Oillanking Beaumont GP, L.L.G Oilla
O 1 2 3 4 5 6 7 8 9 10 11 12 13	Oillanking Beaumont GP, L.L.C. Oillanking Beaumont GP, L.L.C. Oillanking Beaumont Partners, L.P. Amood Beaumont I P Company Oillanking Beaumont Partners, L.P. Amood Capiline Pipeline Company Coushing-Chicago Pipeline Company Coushing-Chicago Pipeline Company Coushing-Chicago Pipeline Company Coushing-Chicago Pipeline Company Coushing-Chicago Pipeline System Coushing-Chicago Pipeline System Coushing-Chicago Pipeline System	Leye) 1 2 3 4 5 6 7 8 9 Oillanking Beaumont GP, LL C Oillanking Beaumont LP Company Amood Beaumont LP Company Oillanking Beaumont Populine Company Amood Capiline Pipeline Company Coulsing Chicago Pipeline Company Coulsing Chicago Pipeline System (Joint Vancous Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline Company Cushing-Chicago Pipeline
O 1 2 3 4 5 6 7 8 9 10 11 12 13	1 2 3 4 5 6 7 8 9 10 11 12 13 1	Leye) Leye) Otilanking Beaumont GP, L.C. Olilanking Beaumont GP, L.C. Olilanking Beaumont Peatures Armoo Beaumont P Company Olilanking Beaumont Partners, Armoo Capline Pipeline System (Joint v Armoo Cushing-Chicago Pipeline System (Joint v Armoo Cushing-Chicago Pipeline System (Joint v Armoo Cushing-Chicago Pipeline Compan) Outshing-Chicago Pipeline Compan
0 1 2 3 4 5 6 7 8 9 10 11 12 13	1 2 3 4 5 6 7 8 9 10 11 12 13 1	Leye) 1 2 3 4 5 6 7 8 9 Oilfanking Beaumont GP, LLC Oilfanking Beaumont Politanking Beaumont Oilfanking Beaumont Amood Beaumont LP Company Oilfanking Beaumont Colline Pipeline Company Amood Captine Pipeline System (joint) Amood Custing Chicago Pipeline System (joint) Oilfanking Company Amood Custing Chicago Pipeline System (joint)
O 1 2 3 4 5 6 7 8 9 10 11 12 13 13 14 15 15 15 15 15 15 15	1 2 3 4 5 6 7 8 9 10 11 12 13 1	Lexel 1 2 3 4 5 6 7 8 9 9 Olitanking Beaumont GP, L.C. Olitanking Beaumont LP Company Collanking Beaumont Partners, Olitanking Beaumont Capiline Pipeline System (Joint Vicanine Pipeline Pipel
0 1 2 3 4 5 6 7 8 9 10 11 12 13	1 2 3 4 5 6 7 8 9 10 11 12 13 1	Leye) 1 2 3 4 5 6 7 8 9 Oillanking Beaumont GP, L.C. Oillanking Beaumont GP, L.C. Oillanking Beaumont Dillanking Beaumont GP arthers, Amooc Capiline Pipeline Company
0 1 2 3 4 5 6 7 8 9 10 11 12 13 Oiltanking Beaumont GP, L.C. Oiltanking Beaumont Partners, L.P. Armood Beaumont LP Company Oiltanking Beaumont Partners, L.P.	1 2 3 4 5 6 7 8 9 10 11 12 13 1	Level 1 2 3 4 5 6 7 8 9 Olitanking Beaumont GP, L.C. Olitanking Beaumont Pompany Amood Beaumont LP Company Olitanking Beaumont Pompany Olitanking Beaumont Partners,
0 1 2 3 4 5 6 7 8 9 10 11 12 13 Oillanking Beaumont GP, L.L.C. Oillanking Beaumont Partners, L.P. Amoco Beaumont LP Company	1 2 3 4 5 6 7 8 9 10 11 12 13 1	Leye 2 3 4 5 6 7 8 9 9 9 9 9 9 9 9 9
0 1 2 3 4 5 6 7 8 9 10 11 12 13 1 Oiltanking Beaumont GP, L. C. Oiltanking Beaumont Partners, L.P.	0 1 2 3 4 5 6 7 8 9 10 11 12 13 1 Oillanking Beaumont GP, LL C. Oillanking Beaumont Partners, L.P.	Leye 2 3 4 5 6 7 8 9
0 1 2 3 4 5 6 7 8 9 10 11 12 13 1 Olitanking Beaumont GP, L.L.C.	0 1 2 3 4 5 6 7 8 9 10 11 12 13 1 Oiltanking Beaumont GP, L.C.	Leye 2 3 4 5 6 7 8 9
0 1 2 3 4 5 6 7 8 9 10 11 12 13 1 Oiltanking Beaumont GP, LL.C.	0 1 2 3 4 5 6 7 8 9 10 11 12 13 1	Leyte
0 1 2 3 4 5 6 7 8 9 10 11 12 13	0 1 2 3 4 5 6 7 8 9 10 11 12 13 1	0 1 2 3 4 5 6 7 8 9
0 1 2 3 4 5 6 7 8 9 10 11 12 13	0 1 2 3 4 5 6 7 8 9 10 11 12 13 1	0 1 2 3 4 5 6 7 8 9

Accoso Intelligit Company 100 10	Amoco Global (BVI) Limited Amoco Guatemala Petroleum Compan, Amoco India Development Company Limitec
Itele	Amoco Global (BV) Limited Amoco Guatemala Petroleum Company
Itex	Amoco Global (BVI) Limited
12.500% 12.5	
12.500% 12.5	Amoco Global Gas Company
	Amoco Gabon Production Company
Tabing Compan Tabing	Great Yarmouth P
laring Company laribe led led led led led led led led led le	BP-Amoco Global
13000% 15000% 15000% 15000% 15000% 15000% 15000% 15000% 15000% 15000% 15000% 15000% 15000% 15000% 15000% 15000% 15000% 15000% 1500000% 1500000% 1500000% 1500000% 1500000% 1500000% 1500000% 1500000% 1500000% 1500000% 1500000% 1500000% 15000000% 15000000% 150000000% 150000000000000% 1500000000000000000000000000000000000	Amoco Teesside Gas Limitec
12500% 1	Amoco Services Limited
13000% 15000% 12500% 1	Amoco North Sea Limited
12.500% 12.500% 12.500% 12.500% 12.500% 12.500% 12.500% 12.500% 50.0	1
Bis Bis	Amoco (U.K.) Holdings Limited
15,000% 15,000% 16,0	Amoco (U.K.) Pension Trust
10,000% 10,0	BP Amoco Explore
Inable I	BP Arrioco Explore
13,000% 12,500% 12,500% 12,500% 12,500% 12,500% 12,500% 30,000% 30,000% 50,0	Amoco (U.K.) Pen
Tating Compan Tating Compan Tating Compan Tele Tele Tele Tele Tele Tele Tele Tel	Amoco (Fiddich) L
12.500% 12.500% 12.500% 12.500% 12.500% 50.0	Amoco U.K. Petro
12.500% 12.500% 12.500% 12.500% 50.0	Amoco (U.K.) Exploration Company
Tating Compan Tating Compan Tele Tele Tele Tele Tele Tele Tele Tel	Amoco Europe Limited
12.500% 12.500% 12.500% 12.500% 12.500% 50.0	A/O Amoco Eurasia Services
12.500% 50.000% 17.500% 50.0000% 50.000% 50.000% 50.000% 50.000% 50.000% 50.000% 50.000% 50.00	Amoco Eurasia Petroleum Company
lex 15,000% 15,000% 12,500% 12,500% 12,500% 12,500% 12,500% 50,000%	Amoco Espana Exploration Company
South	Amoco Eritrea Petroleum Company
13,000% 15,000% 12,500% 12,500% 12,500% 12,500% 12,500% 12,500% 12,500% 12,500% 12,500% 12,500% 12,500% 50,0	Amoco Equipment Leasing Company
15,000% 15,000% 12,500% 12,500% 12,500% 12,500% 12,500% 12,500% 50,0	Amoco Power Marketing Corporation
10,000% 10,000% 10,000% 10,000% 10,000% 10,000% 10,000% 10,000% 10,000% 10,000% 10,000% 10,000% 10,000% 10,000% 10,000% 50,0	Armoco Energy Trading Corporation
13,000% 13,000% 12,500% 12,500% 12,500% 12,500% 12,500% 12,500% 50,0	Amoco Energy Resources Corporation
South	Amooo Energy Development Company
lest 55.000% 55.000% 50.0000% 50.0000% 50.0000% 50.0000% 50.0000% 50.0000% 50.0000% 50	Torsing Oil Company
10,000% 10,0	Budel Oll Company
10,000% 10,0	Out of season and of season an
15,000% 15,000% 12,5	EKINA CII Company
12.500% 12.5	Amoco Egypt Oil Company
ITDA. ITDA. In Bernary Insiles Iternational Operating Compan Company Limites To Operating Company Limites Ton Operating Company Limites Ton Operating Company Limites Ompany (Eastern Europe Ompany (M.E. & Africa pany) Deany Nie Della Oil Company	
IDA.	Amoco Egypt Gas Company
Indice In Indice	Amoco Egypt East Delta Marine Corporation
15.000% 15.000% 15.000% 15.000% 15.000% 16.50000% 16.50000% 16.50000% 16.50000% 16.50000% 16.50000% 16.50000% 16.500000% 16.500000% 16.500000% 16.500000% 16.5000000% 16.50000000% 16.5000000000000000000000000000000000000	Amoco Ecuador Oil Company
Indice 65.000% Indice 1.1 Indice 65.000% Indice 1.2 Indice 21.260% 42.670% Indice 21.260% 42.670% Indice 21.260% 30.000% Indice 30.00	Amoco D. T. Company
1. Inflex 65.000% 65.000% 1. Inflex 1. Infle	Amoco Dinarides Petroleum Company
any el Limites il Limites papary Limites peralting Company limites peralting Company Limites any (M.E. & Africa il 13.000% ii 30.000%	Amoco Development Corporation (A&ME
15.000% 85.000% 85.000% 21.260% 42.670% Imiles 30.000% 30.000%	Amoco Denmark Exploration Company
15.000% 65.000% 179an 21.260% 42.670% 179an 30.000%	Amooo Corporate Development Company (M.E. & Africa
15.000% 15.000% 15.000% 16.5000% 11.1 1	Amoco Corporate Development Company (Eastern Europe
15.000% 85.000% Inites Limites nal Operating Compan ny Limited Uny Limited 21.260% 42.670% Uny Limited	North Absheron O
Inites 65.000% Inities 7.1260% Inities 7.1260% 1.1 Inities 7.1260% 1.2 Initiated 7.1260% 1.3 Initiated 7.1260% 1.4 Initiated 7.1260%	Amoco North Absheron Petr
85.000% Inriter Inriter Inflier Amoco Inam Petroleum Company Limited	
15.000% 85.000%	Azerbaijan Interna
85.000% 85.000%	Amoco Caspian Sea Petrole
85.000%	Amoco Caspian Sea Finance I milec
85.000%	Amon Caspian Sea Petroleum Company
IJAWA'A	Arroys Caribbean Trading Company
13,000%	Allow Diazi, ire.
15 000%	Amoco Brasil Energia L.I.U.A.
	Amoco Brazil Holdings, Inc.
11 not 100% not 100%	
	1 2 3 4 5 6 7 8

O. Company O.	LLC	696	695	694	693	603	601	000	588	687	686	685	684	683	682	683	680	678	677	676	675	674	672	671	670	669	899	667	666	665	664	662	661	660	659	658	657	655	654	653	652	850	649	648	647	646	245	643	642	641	640	
Lic S9 988% 80 1100% 80 1100% 80	LLC																																																			
Lic S9 988% 80 1100% 80 1100% 80	ILIC IORIAGN de Petroleo S.A I																							Amoco N	Amoco	Amoco	Amoco N	Amoco		Alloco	Amoco	Amoco	Amoco	Amoco		Amoco	Amon	Атосо Н	Amoco	Amoco	Amoon								Amoco	Amoco	Amoco	
Lic S9 988% 80 1100% 80 1100% 80	ILIC IORIAGN de Petroleo S.A I	Amoco Italy B.\	Amoco Internat	Inam	Amon inam Pa	Amoco Fabrics	Amo	Amo	Amo	Amo	Amo	Amo	Amoco Explora	Amoco Egypt V	Amoon Egypt V	Amoon Fount B	Amoo Egypt E	Amoco Angola	Arnoco Angola	Amoco Angola	Amoco Algeria	Amon Nethodande B V	Amoco Bolivia Oil and Ga	letherlands Petroleum Com	Ayanmar Petroleum Compa	Aozambique Petroleum Con	Aorocco Oil Company	Middle East Finance Compa	Natural Gas Vehicles Con	Fount Trans Cas Company	lexico, Inc.	Mediterranean Petroleum Co	atvia Petroleum Company	enya Petroleum Company	Kazakstan Pipeline Ventus	Cashian Pineline Venture	Amoco Kazakhstan Offsh	(azakhstan Petroleum Com	ordan Petroleum Company	ordan Limited	aly Petroleum Company S	Trinidad Tobag	Amoco CNG (1	BP Amoco Energy Compa	TERMAP S.A.	Fner	Pan American	Amoco Argentina Oil Con	ntemational Petroleum Com	Indonesia) Java Sea Petrole	ndonesia Petroleum Compa	
1SA 59.98% 60.110% 60.110% 60.110% 60.110% 60.110% 60.110% 60.110% 60.110% 60.110% 60.110% 60.110% 24.000% 28.320% 28.320% 28.320% 28.320% 28.320% 49.900% 49.900% 49.900% 49.900% 49.900% 49.900% 49.900% 49.900% 49.900% 40.000% 40.000% 40.500% 40.500% 50.0000% 50.0000% 50.0000% 50.0000% 50.0000% 50.0000% 50.0000% 50.0000% 50.0000% 50.0000% 5	19.5 A 59.98% 60.110% 60.110% 60.110% 60.110% 60.110% 60.110% 60.110% 60.110% 60.110% 60.110% 24.000% 24.000% 24.000% 26.320%	V	ional B.V.	Operating Company Limi	etroleum Company B V	and Fibers Holding B.V.	co Irinidad Petroleum B.V	co Irinidad Offshore B.V.	co Trinidad Gas B.V.	co Trinidad DeepWater B	co Oman Gas B.V.	co Colombia Energy Com	tion Holdings B V			las El Barr B V	ast lanka b.V.	Kwanza B.V.	Deep Water B.V.	B.V.	Exploration B.V	lera Chaco S.A	s Aktebola(pan)	n)	npany		5	noanv	porauoi		mpan			les II (etroleum Company,			Society of Vitalian	orieta Per Azioni	o Development Finance C	rinidad) Limited	any Of Trinidad And Toba	gia uci oui o.A.	pania boliviaria de regole	Energy LLC	npany	npan)	eum Compan	an,	
60 110% 60 110% 24 000% 24 000% 26 320% 2 130% 49 900% 49 900% 40 000% 8 1 000% 8 1 000%	60.110% 60.110% 24.000% 24.000% 26.320% 2.130% 2.130% 49.900% 49.900% 40.900% 40.900% 50.000%			ed								pany B.V.		0.4.	CKBIBV	- -																		-								ompany Ltd		90		O C.A						
60 110% 60 110% 24 000% 24 000% 26 320% 2 130% 49 900% 49 900% 40 000% 8 1 000% 8 1 000%	60.110% 60.110% 24.000% 24.000% 26.320% 49.900% 49.900% 49.900% 40.500% 50.000%																																																			
	60.110% 60.110% 24.000% 24.000% 26.320% 2.130% 49.900% 49.900% 40.500% 81.000% 40.500%															30:000	20 000%					%000.uc	81.000%						40.000%	22 2200					49 900%	70000 OV						2.130%			26,320%	40 0000	59.988%					
USA- Delaware US	USA- Delaware US																				-			L				- 1	- 1	- 1				\perp	\perp	\perp						L	Ш	1	\perp	\perp		L				_
		The Netherlands	The Netherlands	British Virgin Islands	he Netherlands	ine Nemerands	The Netherlands	he Netherlands	The Netherlands	The Netherlands	The Netherlands	The Netherlands	The Netherlands	The Netherlands	The Netherlands	he Nethedands	The Netherlands	The Netherlands	The Netherlands	The Netherlands	The Netherlands	The Netherlands	Sweden	USA- Delaware	USA- Delaware	USA- Delaware	JSA- Delaware	JSA- Delaware	CAXP:	onush Virgin Islands	USA- Delaware	JSA- Delaware	JSA- Delaware	JSA- Delaware	ISA- Delaware	ISA Delaware	USA- Delaware	JSA- Delaware	JSA- Delaware	British Virgin Islands	ISA- Delaware	Trinidad and Tobago	Trinidad and Tobage	JSA- Delaware	Argentina	Vicentina	USA- Delaware	JSA- Delaware	JSA- Delaware	JSA- Delaware	JSA- Delaware	-

Company Comp					-		_					_		_
December Process Pro				0.027%	†	1	-		To Company Li	Tricing Officialization		+		
Description Property Company	nali investment in publicly traded oc		minimal	minimal	+				re Company I to	Vizhena Chemical Fin	+			
2 0 0 1 2 0 0 1 2 13 14 15 2.00004 2.0		Philippines	6.260%	6 260%					1	Fileun Corporation	20000	+		
2 2 3 4 5 6 7 8 9 10 11 12 13 14 15 15 15 15 15 15 15		Hong Kong			+				nited	hemical Asia Pacific Lin	Amoro	+		
A S B T B B D T Z S K Epsel Depart		USA- Delaware			+				1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	I Finance Comoration	moon Internation			
Description Process		Philippines						3	es (Philippines)	lectronics Materials Sal	Amoon	+		
2 3 4 5 6 7 6 8 10 11 12 15 14 15 15 15 15 15 15		USA- Delaware								Jaterials Sales Inc	moon Flectronic	<u> </u>		
2 3 4 5 6 7 8 8 0 11 12 13 14 15 15 15 15 15 15 15		Brazil	j	49.000%					da	o Industrias Químicas I	Rhodiac	-		
2 3 4 5 6 7 8 9 0 11 12 13 14 15 200000 200000 200000 200000 200000 200000 200000 200000 200000 200000 2000000		Brazil		6.276%						da	moco do Brasil I	,		
2 3 4 5 6 7 8 9 0 11 12 13 14 15 Month Parmit N. Chrosups		Belgium		2.858%						elaium N.V.	moco Chemical E	A		
2 3 4 5 6 7 8 9 0 11 12 13 14 15 20005		USA- Delaware								X .	Chemical Compar	BP Amoon		
2 3 4 5 6 7 6 8 10 11 12 13 14 15 15 15 15 15 15 15		USA- Delaware								Сопралу	tern Construction	Amoco We		
2 3 4 5 6 7 8 8 10 11 12 13 14 15 4 1000 Parent No. 10005		USA- Delaware								oratio:	Leasing XV Corp.	Amoco Tax		
2 3 4 5 6 7 7 8 9 10 11 12 13 14 15 2 20004 Potenti \$ 6 Group		USA- Delaware								ation	Leasing I Corpora	Amoco Tax		
Amoon Trinded No. Company Amoon Trinded No. Company		USA- Delaware						-		Operating Compan	theast Research	Amoco Sou		
Amoon Indied INC Company		USA- Delaware								ompan)	earch Operating (Amoco Res		
2 3 4 5 6 7 8 9 10 11 12 13 14 15 \$\frac{1}{2}\) \$\frac{1}{2}\]	USA- Delaware								Randolph LLC	Amprop				
Amoco Tribular UNA Company Amoco Tribular UNA Company Amoco Tribular UNA Company Amoco Tribular UNA Company Amoco Tribular UNA Company Amoco Tribular UNA Company Amoco Tribular UNA Company Amoco Tribular English Com		USA- Indiana								ompany	mProp Finance C	-		
Amoco Tribular Unit Company		USA- Delaware						-		**	perties incorporati	Amoco Pro		
Property Resources Company 14 15 Registration 10,000%		USA- DEIAWare								Y. I. Company	Amoco			
Amoco Trindiad INS Company Amoco Trindiad INS Company Amoco Trindiad INS Company Amoco Trindiad INS Company Amoco Trindiad INS Company Amoco Trindiad INS Company Amoco Trindiad INS Company Amoco Trindiad Pewer Resources Hoding INTO Amoco Trindiad Pewer Resources Hoding INTO Amoco Pewer Resources Hoding INTO Sources		CON DECEMBE								ains, inc.	OC-FOCKY MOUIII			
Annoo Trinded NN Company Annoo Trinded NN Company Annoo Trinded NN Company Annoo Trinded NN Company Annoo Trinded NN Company Annoo Trinded Pewer Resources Company Trinded and Tobag 10,000%		IICA Delawere		10,000,00							Or Dock Marie			
Amoo Trialidad Power Resources Corporates		Canada	1	אַרַסָּה הו	1			+		Gicuii Corporator	ultran I td	0		
Amoo February Fe		USA: Nevada			†	-		1		9	an American Petr			
Both		Mexico								oleral arios S	Compan			
Amoco Friedrick No.		Mexico	l							S-SA	lexican Enternise			
Part 12 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group 1		USA		0.400%						varch Incomorate	eat Transfer Res			
Botton 1 2 3 4 5 6 7 6 9 10 11 12 13 14 15 % Direct Parent % Group		USA- Delaware	1	12 500%	1						ravean inc	-		
December Power Persources Holding LTD Lamco Power Persources Holding LTD Lamco Power Persources Holding LTD Lamco Power Persources Holding LTD Lamco Power Persources Holding LTD Lamco Power House Holding LTD Lamco Holding LTD LTD LTD LTD		England	-							Company Limited	xoloration Service			
District Parent No. Constant No.		USA- Texas		9.580%	1		1			ter Disposal Company	ast Texas Salt W	-		
December Property		USA- Delaware			1	-				en Guaranty Company	Coastw		+	
Date Parent Par		UŠA- Delaware	1			-				Company Inc	nashwise Trading	+		
Ballon 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if		Argentina	_	40 000%					0.00000	Energia del Sur S A		1		+
Name Particular Provest Generalism Company Annoon Trinidad Ning LCm		Bolivía							a Patrolan S A	Compania Roliviana				
Name		USA- Delaware	- 1	0.120%						arican Energy LLC	Pan Am			
Name Particular Particula		Spain	l	25.000%					SL	Bahia de Bizkala Gas				
Name		Spain	- 1	25.000%					tricidad, S.L.	Bahia de Bizkala Elec				
Name		British Virgin Islands		50,000%					מווים	Ower Resources Holdin	Amoco i			
Direct Parent		British Virgin Islands		50,000%					g LTb	ower Resources Holdin	Amoco I			
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 Moliford Parent Morour Monotor		Bermuda	-	50.000%				pany Ltd	nagement Com	Termo Santander Ma				
2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Clirect Parent % Group if Annoco Trinidad LNG Company		British Virgin Islands		50.000%				5	oes Holding III.	Amoco Power Resou				
2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Clirect Parent % Group if Annoco Trinidad LNG Company		British Virgin Islands		50.000%				6	ces Holding I L	Amoco Power Resou				
Name		USA- Delaware								ower Holdings, Inc.	Amoco			
District Company Com		USA- Delaware								Power Corp.	P Amoco Global	F		
2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if Amoon Trinidad LNG Company		British Virgin Islands								Power Company Ltd.	P Amoco Global	-		
2 3 4 5 6 7 8 9 10 11 12 13 14 15 Company		USA- Delaware								leum Compan)	moco Zoca Petro			
2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if 3 9 10 11 12 13 14 15 % Direct Parent % Group if 3 1 1 2 1 3 1 4 15 % Direct Parent % Group if 3 1 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 1 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 1 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 1 1 2 1 3 1 4 1 5 % Direct Parent % Group if 1 1 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 1 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 1 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 1 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 1 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 1 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 1 1 2 1 3 1 4 1 1 5 % Direct Parent % Group if 1 1 1 2 1 3		USA- Delaware								roleum Company	moco Yemen Pe			
2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if Amoo; Trinidad LNG Company		USA- Delaware								oleum Company	moco Yamal Pet			
2 3 4 5 6 7 8 9 10 11 12 13 14 15 2 2 3 14 15 3 2 3 3 4 3 3 4 3 3 4 3 3		USA- Delaware						-		YANDY .	moco X. T. Comu			
2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if 3 9 10 11 12 13 14 15 % Direct Parent % Group if 3 1 14 15 % Direct Parent % Group if 3 1 14 15 % Direct Parent % Group if 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		USA- Delaware						+		troleum Company	moco Vietnam Pe			
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if 3 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if 3 3 4 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if 1 12 13 14 15 % Direct Pa		USA- Delaware								Petroleum Compani	moco Venezuela			
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15		England		35.000%		1		+		eum l imited	moo UK Petro			
2 3 4 5 6 7 8 9 10 11 12 13 14 15		USA- Delaware				-				Company	moor Turkey Gar			
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15		IISA. Delaware	1	10:000:0	†		1	Red	- 1	Company of	mon Tunicia Da			
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15		Trinidad and Tohace		70000%	1			Page		eneration Company of	Power			
0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 %Direct Parent % Group if Amono Trinidad LNG Company 1154.		IISA. Delaware			†				2	Wor Becommes Comors	Trinidad D			
0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 %Direct Parent % Group if		USA- Delaware								AC COMPANY	Trinidad L			
0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if		III Collamare	┸	MAN TOUTI						Company	mom Trinidad I N		+	
		Country of	% Group II	% Direct Parent	15	4		===						-
		2	2											

Accos													
	China	50.100%	50.100%		_	_		impany Limited	moco Fabrics Co	Yizheng A			000
	USA- Delaware								naidad, Inc.	Weichem			8
	USA- Delaware								Middle East, Inc.	Welchem			868
	USA- Delaware								inc.	weighen,			7
Across Colorada Marco Colorada Colorada Marco Colorada	Callada								Saliava Lw.	The latest and the la			36
Part Part	Canada								anada I M	Welchem			35
Among Information Multi-ministration of Market Among Information Multi-ministration of Market Among Information Multi-ministration of Market Among Information Multi-ministration of Market Among Information Multi-ministration of Market Among Information Multi-ministration of Market Among Information Multi-ministration of Market Among Information Multi-ministration of Market Among Information Multi-ministration of Market Among Information Multi-ministration of Market Among Information Multi-ministration of Market Among Information Multi-ministration Multi-min	I SA Delaware				-			Company	Taiwan Tradino	ВР Аглосс			54
Among Amon	ana a	50 000%	50 000%				mited	gineering Plastics L	Tellin Amoco En				53
Library	USA- Delaware								Polymers, Inc.	BP Amoo			20
Library	USA- Delaware							rporatior	Export Sales Co	BP Amoco			-
Debt 2 3 4 5 8 7 8 9 10 11 12 13 14 15 Electifying 1 1 1 1 1 1 1 1 1	Singapore		Note 10				y Pte Lic	Singapore Compa	Unina American				2 6
Death 2	USA- Delaware							nor Houng Com	Cile Incal Silla	DF AIROG			3
Lease	Indonesia	%000.0c	50,000%					UI T I A III UUI IESIA	Charles Miles	DD Amon			9
	CON- DEMMARE	20000	2000					ii DTA Indonosio	DT Amon Mile	51 1 1100			58
Button Charlest Development Charlest De	Cillia	00.000	000000					ocia i mitori	Chemical Indon	BP Amoor			57
Lease Part	China	80 000%	80 000%				_	ompany Limited	uhai Chemical C	Amoco Zh			56
Lexel 2 3 4 5 6 7 8 9 10 11 12 13 14 15 \$\frac{1}{2}\$ Direct Parent \$\frac{1}{2}\$ Ology \$\frac{1}{2}\$ \$\frac{1}{2}	USA- Delaware						rporatio	Tement Services Co	mediation Mana	Amoco Re			00
Description Program	USA- Delaware							Compan)	inforced Plastics	Атосо Не			4
Light 2 3 4 5 6 7 8 9 10 11 12 13 14 15 34 16 100%; Education of Company Education of Education of Company Education of Company Education of Company Education of Company Education of Company Education of Company Education of Company Education of Company Education of Company Education of Company Education of Company Education of Company Education of Company Education of Company Education of Company Education of Company Education of Company Education of Company Education of Company Education o	USA- Delaware							*	cycling Company	Armoco Re			3
Larget 2 3 4 5 6 7 8 9 9 10 11 12 13 14 15 W. Direct-Parent W. Group if W. Direct-Parent W. Direct-Pare	USA- Delaware							mpany	ent Chemical Co	Amoco Or	-		3 2
Lace	USA- Delaware								fins Corporation	Amoco Ol	-		3 2
Lexel 2 3 4 5 6 7 6 9 10 11 12 13 14 15 % Direct Parent % Group II	USA- Delaware							Compan	terials Recovery	Amoco Ma			1
Lacustic 2 3 4 5 6 7 8 9 10 11 12 13 14 15	USA- Delaware								oan Limited	Amoco Ja			5 6
Laceta	Hong Kong							ng Limitec	ng Kong Market	Almoco Ho			0 6
Louisia 2 3 3 4 5 6 7 8 9 10 11 12 13 14 15 3 Jineel Parent 3 Jineel Parent 3 Jineel Parent 4 Jingon 1 Jing	Hungary		50.000%						OIGS AT I	Alliacord			48
Leave 1	Canada							[2	DIG GIR FIDELS	Amount			47
Debut Part	USA- Delaware	50.000%	50.000%				-	-1"	Allow Nissen	Amoon Ea	+		6
Debt 2 3 4 4 5 6 7 6 9 10 11 12 13 14 15 % Direct Parent % Group if Debt Deb	COA- Delaware	20000	500000					Tar Inc	Armon Nieseki (1			45
Louis 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if Di	Diatil	10.00070	10.000.00						brics and Fibers	Amoon Fa			44
Debt 2 3 4 5 6 7 8 9 10 11 12 13 14 15	Broyil	40 000	40,000					Oulmicas	Rhodiaco Indust	-			43
Lebel 1 2 3 4 4 5 6 7 8 9 10 11 12 13 14 15 3 10 10 10 10 10 10 10	Brazil		93 7549						Brasillda	Amoco do			42
Debut 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 W. Direct Parent W. Group II	The Netherlands							<	emicals (FSC) B	Amoco C			41
Level 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	Australia			_	+			bed	emicals Pty. Lim	Amoco Cr			40
Leus 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Pazent % Goup if	USA- Delaware							Limited	emical Thailand	Amoco Ch			39
	Sweden							4B	emical Sweden /	Amoco Ch			3
Leve 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	USA- Delaware							e Limited	emical Singapor	Amoco Cr			3/
	USA	16.670%	16.670%					Finance LLC	Titan				3
Level 2 3 4 5 6 7 8 9 10 11 12 13 14 15 2 100 17 12 13 14 15 2 100 17 12 13 14 15 2 100	The Netherlands						18.4	o Irinidad Methano	Amoo				3 6
Level 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if Amoco Chemical Deutschland GMBH	Turkey		50.000%				Keu	O NITTY LITTILES SI	Amoo		+		35
Level 1	The Netherlands						1.4.	Column pellie	2000				34
Levy 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 W. Direct Parent W. Group II	The Methodonal		1	+	- Canada	14. Di 10. Jili Ciqu	V	Inrdan Pineline F	Amoo				33
Lextel	Majaysia			1	dation	Z Dining	n Management SD	AC Constructs					32
Level 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if X X 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if X X X X X X X X X	Malaysia						(ia) SDN BHD	o Chemical (Malay)	Amoc				31
Level 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 15 16 100%	The Netherlands						a Holding IV B.V.	o Chemical Malays	Amoc				30
Level	Turkey		50.000%				Limited Sirketi	Amoco Kimya					25
Leyel	The Netherlands						a Holding I B.V.	o Chemical Malays	Атюс				8 6
Level	The Netherlands					Holding B.V.	cal Indonesia PTA	Amoco Chem) P
Level 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 9 10 11 12 13 14 15 9 10 11 12 13 14 15 9 10 11 12 13 14 15 9 10 11 12 13 14 15 9 10 11 12 13 14 15 9 10 10 10 10 10 10 10	The Netherlands		-			olding B.V.	cal Indonesia PPH	Amoco Chem			-		37 6
Level 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if x x x x x x x x x	The Netherlands						Sa Floriding B.V.	o Chemical Modific	Allio		-		36
Level 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if 1 2 3 4 15 % Direct Parent % Group if 1 2 3 4 15 % Direct Parent % Group if 1 2 3 4 15 % Direct Parent % Group if 1 2 3 4 15 % Direct Parent % Group if 1 2 3 4 15 % Direct Parent % Group if 1 2 3 4 15 % Direct Parent % Group if 1 2 3 4 15 % Direct Parent % Group if 1 2 3 4 15 % Direct Parent % Group if 1 2 3 4 15 % Direct Parent % Group if 1 2 3 4 15 % Direct Parent % Group if 1 2 3 4 15 % Direct Parent % Group if 1 2 3 4 15 % Direct Parent % Group if 1 2 3 4 15 % Direct Parent % Group if 1 2 3 4 15 % Direct Parent % Group if 1 2 3 4 15 % Direct Parent % Group if 2 3 4 15 % Direct Parent % Group if 2 3 4 15 % Direct Parent % Group if 2 3 4 15 % Direct Parent % Group if 2 3 4 15 % Direct Parent % Group if 3 4 15 % Direct Parent % Group if 3 4 15 4 4 15 % Direct Parent % Group if 3 4 15 4 4 15 4 4 4 4 4 4 4 4 4	The Netherlands		-				- (I-I-I-I-I-I-I-I-I-I-I-I-I-I-I-I-I-I-I	a riololly b.v.	Ciloro Ciloriaco		+		25
Level 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 9 10 11 12 13 14 15 9 10 11 12 13 14 15 9 10 11 12 13 14 15 9 10 11 10 10 10 10 10	COA- DEMWARE		8,000.00		-	-	10)	The deliver B V	Amon Chamles	5, 1,1,00	+		24
Level 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if x x x x x x x x x	CON- COMMON		10,000					isia Holding Compa	Chemical Mala	BP Amoo			23
Level 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 9 10 11 12 13 14 15 9 10 11 12 13 14 15 9 10 11 12 13 14 15 9 10 11 10 10 10 10 10	LICA Delaware		25,000,00		1			erica S A	emical Latin Am	Amoco C			22
Level 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if X X X X X X X X X	Relaium		82 854%		+			Z. <	emical Belgium	Amoco Ci			21
Level 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if 1 2 3 4 15 % Direct Parent % Group if 1 2 3 4 15 % Direct Parent % Group if 1 2 3 4 15 % Direct Parent % Group if 1 2 3 4 15 % Direct Parent % Group if 1 2 3 4 15 % Direct Parent % Group if 1 2 3 4 15 % Direct Parent % Group if 1 2 3 4 15 % Direct Parent % Group if 1 2 3 4 15 % Direct Parent % Group if 1 2 3 4 15 % Direct Parent % Group if 1 2 3 4 15 % Direct Parent % Group if 1 2 3 4 15 % Direct Parent % Group if 1 2 3 4 15 % Direct Parent % Group if 1 2 3 4 15 % Direct Parent % Group if 1 2 3 4 15 % Direct Parent % Group if 1 2 3 4 15 % Direct Parent % Group if 1 2 3 4 15 % Direct Parent % Group if 1 2 3 4 15 % Direct Parent % Group if 1 2 3 4 15 % Direct Parent % Group if 1 2 3 4 15 % Direct Parent % Group if 2 4 4 5 4 4 5 4 4 4 5 6 4 4 4 5 6 4 4 4 5 6 4 4 4 5 6 4 4 4 5 6 4 4 4 5 6 4 4 4 5 6 4 4 4 5 6 4 4 4 5 6 4 4 4 5 6 4 4 4 4 5 6 4 4 4 4 5 6 4 4 4 4 4 4 5 6 4 4 4 4 4 4 4 4 4	USA- Delaware		50.000%						abla Company	Amoco Ar			020
Level 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 15 10 10 10 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 15 15	USA- Delaware			-				Ty.	Holding Compa	P Amoco Chemica	8		200
Level 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if	Japan		50.000%	-				d Company Inc.	national Chemica	A.G. Inter			0
Level 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if Montal	USA- Delaware		9.090%					ompan)	trea Petroleum (Amoco Er			
Level	Germany		99.745%					and GMBH	Amoco Deutsch				7
Level	Belgium		2.858%				n N.V.	o Chemical Belglui	Amoc				2
Level 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if 2 13 14 15 15 15 15 15 15 15	Germany						Ė	Deutschland GM	AHIOCO CHEINICA				3
Legge 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if 1 1 2 3 14 15 % Direct Parent % Group if 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Germany		0.500%						Julia Gillon	All mount			2
Levis 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if	Incorporation	00 100%	11 100 100%						Idina Carku	Amoon L	+		3
4 5 6 7 R 9 10 11 12 13 14 15 W Disast Descrit W Council	Coultry of	S CIOUD II			1								ndex
	Campbiol	e Com ii		7	1				7 8	6			0
				_	_		_						ľ

Australia - Victoria Australia USA-Delaware USA-Delaware USA-Delaware				Well-Oliga Leacite Company	
ustralia - Victoria ustralia SA-Delaware SA-Delaware	24 167% U	12.500%		Von Chas Bosons Company	
ustralia - Victoria ustralia SA-Delaware		93.333%		BP Oil Supply Company	
ustralia - Victoria				BP Communications Alaska Inc.	
ustralia - Victoria	33.330% A	33.330%	Pty Limited Pty Limited	North West Shelf Gas Pty Limited	
2010101	A		nance Pty Limited	BP Amoon Australia	
Australia - Victoria			imilad	RP Developments Australia Phy Limited	
USA-Delaware		38./00%		BO Amon Australia Holdings D	
USA-Delaware	-			Dr Exploration (Alaska) inc	
USA-Delaware	C			Gardena Holdings Inc.	
USA-Ohio				BP D'Arcy Fund inc. (non-profit)	
USA-North Carolina Pannership	51.000% U	51.000%		Arjobex America	
USA-Delaware		50.000%		ANEXCO, LLC (limited liability company)	
USA-Ohio	Ų			BP Chemicals Inc.	
USA-Delaware				BP Center Staffing Inc.	
Australia	33.330% A	33.330%	G	North West Shelf Gas Pty Limited	
Australia - Victoria			Limited	BP Amoco Australia Finance Ph	
ustralia - Victoria	A			or Developments Australia Py Limited	
Australia - Victoria	. >			or Alloco Australia Politings My Limited	
SA-Delaware		0.400%		ZOU FO CVETSEAS FIGURINGS ITC	
England Note 6	50.000% EI	50.000%		Caro Fualle V Limieu Farnersiii	
	L	2000		Cot Convenient Company	
USA-Unio			The state of the s	200 De Investment Company	
SA-California	W.096.66	99.960%		The Condard Oil Company	
USA-Delaware		200		Telcom Concretion	
USA-Delaware				RP Solar Inc	
USA-Delaware				DD Cocal Invastración	
USA-Delaware		91.66/%	THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS	BD Nighthon Inc	
SA-Delaware	ļ_			ob Cold Committees Company	
SA-Delaware	ļ			BB America Company	
USA	31.700% U			Trout Lake Management Company	
USA		31.700%		Trout Lake Golf and Country Ciul	
USA	L	1.580%		The Shorebank Corporation	
USA- Indiana	L			Standard Oil Company, Inc.	
USA- Delaware				Hed Crown Services, Inc.	
SA- Delaware	25.000% U	25.000%		Polestar Capital Inc.	
SA- Illinois				Northern Hesources Assurance, Inc	
- Nebraska				Imperial Casually & Indemnity Company	
		26.530%		Denver Master Ltd. Partnership	
***************************************	2.220% U	2.220%		Chicago Equity Fund 1995 Partnership	
USA Partnership		2.540%		Chicago Equity Fund 1993 Partnership	
	l	6.050%		Chicago Equity Fund 1991 Partnership	
SA Partnership	9.080%	9.080%		Chicago Equity Fund 1989 Partnership	
	\perp	29000		Chicago Equity Fund 1987 Partnershir	-
	L	23.47.0%		Chicago Equity Fund 1986 Partnershir	
USA Partnership	99.000%	99.000%		Chicago Foully Fund 1985 Partnershir	
	L	99.000%		Despetificant Charles and	
	L	99.000%		5926 W. Machington 14 Datastic	
USA- Delaware	L			ar Amoco Neighborhood Development Corporatio	
USA- Indiana	Ç			Br Amoco Foundation, Incorporated	
USA- Illinois				Dradnats, Inc.	
Mexico	8.550% M	8.550%		Tereftalatos Mexicanos, S.A.	
South Korea		35.000%		Samsung Petrochemical Co., Ltd	
Mexico				Deparsa, S.A. de C.V.	
Singapore	50.000% SI	Note 10	apore Company Pte Ltr	China American Singapore Company Pte	
Incorporation	not 100%	if not 100%			
Company	R Group if	9/ Direct Derent	8 9 10 11 12 12 14	2 3 4 5 6 7	
				(5X5)	Level

BP Austach Cheny Mula Aviation Oil Company United BP Austach Fronting By Life BP Austach Fronting By Life BP Austach State State State Plan Py Life BP Austach State State State State Plan Py Life BP Austach State Sta	Lan Aviation Oil Company Linited 8 Py Ltd 8 Py Ltd 18 Chicky Process By United 28 Chicky Pry Ltd 29 Chicky Pry Ltd 20 C	Standar Py Little Stan	A P	Including Services Py United 25,000% 25,
	55. 5. 5. 5. 5. 5. 5. 5. 5. 5. 5. 5. 5.		95.000% 96.000% 96.0000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.0000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.0000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.0000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.0000% 96.0000% 96.0000% 96.0000% 96.0000% 96.0000% 96.0000% 96.0000% 96.0000% 96.0000% 96.0000% 96.0000% 96.0000% 96.00000% 96.00000% 96.00000% 96.00000% 96.0000000% 96.000000000000000000000000000000000000	10.00%
	55 55 55 55 55 55 55 55 55 55 55 55 55	50.000% 50.000% 50.000% 50.000% 50.000% 50.000% 50.000% 50.000% 50.000% 50.000% 50.000% 16.660% 16.660% 16.660% 16.260% 16.260% 50.000% 50.000% 50.000% 50.000% 50.000% 50.000% 50.000% 50.000% 60.000% 60.000% 60.000%	95.000% 96.000% 96.0000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.0000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.0000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.0000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.0000% 96.0000% 96.0000% 96.0000% 96.0000% 96.0000% 96.0000% 96.0000% 96.0000% 96.0000% 96.0000% 96.0000% 96.0000% 96.00000% 96.00000% 96.00000% 96.00000% 96.0000000% 96.000000000000000000000000000000000000	15,000% 35,000% Australia Victoria
		50.000% 50.000% 50.000% 50.000% 50.000% 50.000% 50.000% 50.000% 50.000% 50.000% 50.000% 16.660% 16.660% 16.660% 16.260% 16.260% 50.000% 50.000% 50.000% 50.000% 50.000% 50.000% 50.000% 50.000% 60.000% 60.000% 60.000%	95.000% 96.000% 96.0000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.0000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.0000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.0000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.0000% 96.0000% 96.0000% 96.0000% 96.0000% 96.0000% 96.0000% 96.0000% 96.0000% 96.0000% 96.0000% 96.0000% 96.0000% 96.00000% 96.00000% 96.00000% 96.00000% 96.0000000% 96.000000000000000000000000000000000000	Intol 100% Intol 100% Intoroxidion Intoroxidion Intoroxidion Intoroxidion Australia - V. Clorida Australi
	55 55 55 55 55 55 55 55 55 55 55 55 55		95.000% 96.000% 96.0000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.0000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.0000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.0000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.0000% 96.0000% 96.0000% 96.0000% 96.0000% 96.0000% 96.0000% 96.0000% 96.0000% 96.0000% 96.0000% 96.0000% 96.0000% 96.00000% 96.00000% 96.00000% 96.00000% 96.0000000% 96.000000000000000000000000000000000000	Incorporiation Incorporiation Incorporiation Incorporiation Incorporiation Incorporiation Incorporiation Incorporiation Australia - ACT Australia - Victoria Aust

Belgium Uqwd 8 Apri 98 Luxembourg Luqwd 8 Apri 98 Luxembourg The Netherlands 10.000% Abu Dhabi 10.000% Belgium 20.000% Belgium 7.150% Belgium 60.000% Belgium 50.000% Belgium 50.000% Belgium 50.000% Sweden Spain Spain Spain Spain Spain Spain Spain Spain			Compania Logistica de Hidrocarburos, S.A	
Beigium Beigium Luxembourg The Netherlands Abu Dhabi England Beigium Beigium Beigium Beigium Beigium Beigium Spain Spain Spain Spain		_	The second secon	
Beiglum Beiglum Luxembourg The Netherlands Apu Dhabi England Beiglum Beiglum Beiglum Beiglum Beiglum Beiglum Spain Spain Spain Spain			BP Oil Refineria de Castellon S A	
Beigium Beigium Luxembourg The Netherlands Abu Dhabi England Beigium Beigium Beigium Beigium Beigium Beigium Beigium Spain Spain			EBROGASSA	
Beigium Beigium Luxembourg The Netherlands Abu Dhabi England Beigium Beigium Beigium Beigium Beigium Beigium Beigium Spain Spain			BP Enertica S.A.	
Beigium Beigium Luxembourg The Netherlands Abu Dhabi England Beigium Beigium Beigium Beigium Beigium Beigium Beigium Sweden Spain	Note 11		BP Oil Espana SA	
Beigium Beigium Luxembourg The Netherlands Abu Dhabi England Beigium Beigium Beigium Beigium Beigium Beigium Beigium Beigium Beigium Beigium Beigium			BP Amoco Gas Espana S.A.	
Belgium Belgium Luxembourg The Netherlands Abu Dhabi England Belgium Belgium Belgium Belgium Belgium Belgium Belgium Belgium	48.000%		BP Espana, S.A.	
Beigium Beigium Luxembourg The Netherlands Abu Dhabi England Beigium Beigium Beigium Beigium Beigium Beigium			WESIBII AB	
Belgium Belgium Luxembourg The Netherlands Abu Dhabi England Belgium Belgium Belgium Belgium Belgium Belgium	99.990%		LIFERENT I.V.	
Beigium Beigium Luxender The Netherlands Abu Dhabl England Beigium Beigium Beigium	L	Whership in August 2000	moun curope curricalits it. Vivialitie change to eliminate mobil + 100% ownership in August 2000	+
Belgium Belgium Luxembourg The Netherlands Abu Dhabi England Belgium Belgium	ŀ		Mohi Giron I shipoto au Alexandro de Sindi de Martilla de Col	
Belgium Belgium Luxembourg The Netherlands Abu Dhabi England Belgium	1		Hydrant Refueing System N V/S A	
Belgium Belgium Luxembourg The Netherlands Abu Dhabi England Belgium			Brussels Airfuels Services C V	
Belgium Belgium Luxembourg The Netherlands Abu Ohabi	76,055,05		BP Trading n.v/S.A.	
Belgium Belgium Luxembourg The Netherlands Abu Dhabi	-		BP Coal Limited (In Liquidation)	
	10.000%		Abu Dhabi Gas Liquefaction Co. Lit	
			Br Noordzee B.V.	
d	99.990%		or Luxerinoury S.A.	
e e	99.990%		DDI Neilligh II.V.	
	90.000%		BD Kemiek n.	
	20,700%		BP Capital N V/S A	
Cultural Control of the Control of t	26 7600/		BP Caplux S A	
Renim	26086 66		BP Belgium NV/SA	
England			BP beiglum Holdings Limited	
China			Di (idan)ii) idaniy Cd., Lid	
12.000% SWIZERIAND	1 %000.51		AP (Tanlin) Trading Co. 144	
O.COCA CANCENDATO	1		UBAG Unterflurbetankungsanlage Flughafen Zurich	
ı	+		TERLAG AG	
33.330% Switzerland	33.330% 3		Tankanlage Mellingen AC	
	_		IAH - lankanage Huemiang AC	
Switzerland			TAX - I dinaliageil Auraiell Ac	
			TAA Tarbahan Achaniques	
C.COCX OWILEIGNIC	+		Soc Remonides Machanimus	
	00000		Schiffshrisgesellschaft fuer den Zugerse	
L ODOR Children	+		Saraco SA	
1	+		San Bernadinc	
13.500% Switzerland	13.500%		SA du Pipeline à Produits Pétroliers sur Territoire Genevols (SAPPRO	
- 1	-		Helais du St-Bernard Martigny SA	
	_		nassaelle Hallein AG	
	35.000% 3		i Con indugitipesellocitati dei milieratoet	
1	-		DI C DEMONITOR OF THE PARTY OF	
1	H		Petrospok SA	
1	+		Moevenpick Raststaette Glamerland AC	
- [+		Moevenpick Raststaette Heidiland AC	
50.000% Switzerland	50.000% 5		FIBIL SA	
	_		CUIT CONTINUE OF THE CONTINUE	
			Connectionaria Ciphodia C A	
O. Miraliano	2		BP Capital NV/S A	
Cultona			BP (Switzerland)	
England			BP Europe Limited	BP Euro
	+		yee Share Schemes (Jersey) Limited	BP Emp
Cyprus	65,000% 6		Superiube Limited	
70.000% Cyprus Partnership			S.D.S. CESO.V.	
England			O Lilling	or Olbi
England			imited	RP Cynr
			BP China Limited	BP Chin
Conland			nance Limited	BP Carl
Botswana			ana (Pty) Limited	BD BOIS
England			Orent Color in Colors Children	DE DELIC
England			BD Benevicent Europe indice	BD Bone
11.000% Austria	11.000%		and miled	RD (Rar
İ	+		TAL Transabine Oleihing in Osterreich Gmh-	
A 1240	1		TBG Tanklager Bet lebs Gmb-	
-1			Plaspack Kunsistoff Gesellschaft m.b.H	
49.000% Austria	-		i ecritor-minerator-vereditings GmbH Nig. CHG	
ot 100% Incorporation	if not 100% n			
-	E	13 14 15	7 0 9 10	
			0	0
				Level
		As at 31 July 2000 LAST revised 281100 AMT		STREET STREET THE STREET STREET

Alexandroupoiss Petroleum Installations SJ 25,000% 22,000%	1162 1163 1166 1167 1177 1177 1177 1177 1177	SCI des Peleiris Mont Blanc Sandah Aviation Services Co. Lt. Soc de Manutention de Carburants Aviation SA (SMCA Soc de Stockage Geologique dans le sel de Manosque (GEOSEL) SIV. Soc de Stockage Geologique dans le sel de Manosque (GEOSEL) SIV. Soc des Pipe-Lines de Strasbourg SARI Soc des Pipe-Lines Mediterranee-Fihone SJ. Soc du Pipe-Lines Mediterranee-Fihone SJ. Soc du Pipe-Lines Mediterranee-Fihone SJ. Soc Harriase de Manutention de Produit Petroliers SJ. Soc Harriase de Manutention de Produit Petroliers SJ. Soc Harriase de Manutention de Produit Petroliers SJ. Soc Harriase de Manutention de Produit Petroliers SJ. Soc Raffinage BP/Eif Dunkertque SJ. Soc Raffinage BP/Ei	<u>v</u>		
Style Committee Company Comp	173	C. D. W		1	1
SCYGAL relation SCYGAL rel	172	Coclete Cortand CA		+	1
Compt Christoph Compt Christoph Compt Christoph Compt Christoph Compt Christoph	17.4	SOCIAL AT SOCIAL STATE OF THE SOCIAL STATE OF			
Company Schmidton Schmidto	176	SOHALA			
Carry St Christopher Carry St Christopher	176			+	
Charles Char	176	Cergy St Christophe		-	
Particular Colorada St. Particular Color	179	Distribution Routiers SCI		+	1
Revuis Generale des Foules et Aerodromes S. 1,159%	180	Rue de Lille SA			
SICIA putelle Lawer Sici Aquette Lawer Sici A	181	s Routes et Aerodromes			
Slockage pelosique de auxiliariones / State State	182			-	
BPGreeou Devolution BPGreeou Devolution BPGreeou Devolution BPGreeou Devolution BPGreeou Devolution BPGreeou	000	S		-	
BP Grace) I langed SAP	104	Stockage geologique de gaz de Laver		<u> </u>	
BP Greece S A Oil Tading BP Hellas S A. Oil Tading BP Hellas S A. Oil Tading BP Hellas S A. Oil Tading BP Hellas S A. Oil Tading BP Hellas S A. Oil Tading BP Hellas S A. Oil Tading BP Hellas S A. Oil Tading BP Hellas S A. Oil Tading BP Hellas S A. Oil Tading BP Hellas S A. Oil Tading BP Greece S A. Oil Tading S B V.	185	I ranspetrol SARL			France
BP Greece S A Oil Trading 70 000% 70 000	186	BP Greece Limited			England
BP Helias S.A. Oil Trading	187	BP Greece S.A. Oil Trading			Greece
Artis SA Alexandroupois Petroleum Installations SJ Proceedings Petroleum Installations SJ 23,300% 48,600% 42,700%	188	BP Hellas S.A. Oil Trading			
Alexandroupois Petroleum Installations \$J 33,00% 46,662% 42,700% 4	189				
Alexandroupoits Petroleum Installations SJ 33,300% 42,700%	96	1 1	sSJ	Н	
Alexandroupois Petroleum Installations S/ 22,000% 22,000% 24,700% 26,000%	181	Hhodes Petroleum Installations SA		_	ĺ
Phodes Petoleum Installations St Petoleum Installation	192	Alexandroupotis Petroleum Installations S/			ii
EAKA EPE Volos Society 50,000%	193	Rhodes Petroleum Installations St		-	
EAKA EPE	194	Volos Society		┝	
BP OIH ellelle S A.E. Lubricants Company BP OIH ellelle S A.E.	195	EAKA EPE		_	
BP Oil Helinic S.A. BP Holdings B.V. S0.000% S0.0000% S0.00000% S0.0000000000000000000000000000000000	196	Mobil Hellas A.E. Lubricants Company		H	Ш
BP Hotings B.V. So.000% 37.5000% 37.5000% 37.5000% 37.5000% 37.5000% 37.5000% 37.50000% 37.5000% 37.5000	19/	BP Cil Hellenic S.A.	The same of the sa		Greece
Air BP Sales Fornania SRI. Bahla de Bizkala Electricidad, St Bahla de Bizkala Gas, St Bahla de Bizkala Gas, St BP Brasil Limited a legy Resources B.V. BP Brasil Limited a legy Resources B.V. BP Brasil Limited a legy Resources B.V. BP Brasil Limited a legy Resources B.V. BP Brasil Limited a legy Resources B.V. BP Capital N.V.SA. BP Capital N.V.SA. BP Capital N.V.SA. BP Kernitek n.v. BP Kernitek n.v. BP Noordzee B.V. BP Noordzee B.V. Abu Dhabi Gas Liquefaction Co. Ltk BP Trading n.V.SA. BP Trading n.V.SA. BP Trading n.V.SA. BP Trading n.V.SA. BP Trading n.V.SA. BP Trading n.V.SA. BP Trading n.V.SA. BP Trading n.V.SA. BP Trading n.V.SA. BP Trading n.V.SA. BP Trading n.V.SA. BP Trading n.V.SA. BP Trading n.V.SA. BP Trade n.V. Via me change to eliminate 'Mobil' + 100% ownership in August 2000 BB Trade n.V. Via me change to eliminate 'Mobil' + 100% ownership in August 2000 BB 3990%. BB	198	BP Holdings B.V.			The Netherlands
Bahla de Bixkala Electricidad, St. 25,000% 37,500% Bahla de Bixkala Gas, St. 25,000% 37,500% BP Amoco Brasil Energy Resources B.V. 1,000% 37,500% BP Amoco Markeling Egypt LLC 5,000% 5,000% BP Amoco Markeling Egypt LLC 5,000% 5,000% BP Capilla N.V/SA BP Capilla N.V/S A 5,000% 5,000% BP Capilla N.V/S A 5,000% 5,000% 5,000% 5,000% BP Trading n.V/S A 5,000% 5,000% 5,000% 5,000% BP Trading N.V/S A 5,000% 5,000% 5,000% 5,000% BP Trading System N.V/S A 5,000% 7,150% 7	38	Air BP Sales Romania SRL			1
Bahila de Buxelai Gas, S.L. 25.00% 37.50% BP Amoco Brasil Energy Resources B.V. 1.000% BP Brasil Umilada Eypht ILC 1.000% 5.000% BP Brasil Umilada Eypht ILC 1.000% 5.000% BP Amoco Brasil Energy Resources B.V. 1.000% 5.000% BP Amoco Brasil Experiment S.A. 5.000% 5.000% BP Caplux V.S.A. 6.000 6.000 6.000 BP Caplux S.A. 6.000 6.000 6.000 BP Caplux V.S.A. 6.000 6.000 BP Caplux V.S.A. 6.000 6.000 BP Nondzee B.V. 6.000 6.000 BP Tradign n.V.S.A. 6.000 6.0000 BP Tradign n.V.S.A. 6.000 6.000 BP Tradign n.V.S.A	18	pania de dizxala Elecincidad, S.L.		-	1
BP Brasil Limited 1,000%	200	Dania de dizkala Gas, S.L.		+	i
BP Capilum NU/SA 5,000% 6,000%	202	or Allow blast chergy nesources b.v.		- 2000	one Neuterlation
BP Armoon Marketing Egypt LLC	200	Dr brasii Limiada		7,000.1	Brazii
BP Capital N.V./S.A. 26 750% BP Capital N.V./S.A. 96 650% BP Capital N.V./S.A. 96 650% BP Kerntek n.v. 99 990% BP Luxembourg S.A. 99 990% BP Luxembourg S.A. 99 990% BP Luxembourg S.A. 99 990% BP Capital N.V. 99 990% 99 990% 99 990% BP Capital N.V. 99 990% 99 990% 99 990% BP Capital N.V. 99 990% 99 990% 99 990% BP Capital N.V. 99 990% 99 990% 99 990% BP Capital N.V. 99 990% 99 990% 99 990% 99 990% BP Capital N.V. 99 990% 99 990% 99 990% 99 990% BP Capital N.V. 99 990% 99 990% 99 990% 99 990% 99 990% BP Capital N.V. 99 990% 99	204	BP Amoco Marketing Egypt LLC		5.000%	Egypt
BP Capital N.V/S A 56.50% 56.760% 56.7	205	BP Belgium NV/SA		0.020%	Belgium
BP Kemtek n.v. 99.99% BP Luxembourg S A BP Luxembourg S A BP Luxembourg S A BP Luxembourg S A BP Luxembourg S A BP Luxembourg S A BP Lool-trace B.V. 99.99% BP Tool Limited (In Liquidation) BP Trading n.v/S A. BP Trading n.v/S A. BP Trade n.v. (Name change to eliminate Mobil + 100% ownership in August 2007 BP Trade n.v. 99.99% Application of the property of the pro	200			26.760%	Luxembourg
BP Livermbourg S A. BP Noordzee B V. Abu Dhabi Gas Liquelaction Co. Lt BP Coal Limited (In Liquidation) BP Trading n v/S A. BP Trading n v/S A. BP Trading N v/S A. BP Trading System NV/S A. Cooperation of the federal system of the s	208	DO V. L. Capital N.V./S.A.		50.000	Deigion
BP Nordzee B.V. Abu Dhabi Gas Liquefaction Co. Lik Abu Dhabi Gas Liquefaction Co. Lik Abu Dhabi Gas Liquefaction Co. Lik Abu Dhabi Gas Liquefaction Co. Lik Abu Dhabi Gas Liquefaction Co. Lik Abu Dhabi Gas Liquefaction Co. Lik 10.000% 10.0000%	100	DI Nelliek II.V.		99.990%	Californ
BP Nordzee B.V. 10.000% 10.000	802	BP Luxembourg S.A.		99.990%	Luxembourg
Abu Uhabi Gas Liquelaction Co. Ix 10,000%	210				L
BP Trading n.vJSA 99.990% 20.000% 20.0	211	ias Liquefaction Co.		L	L
BP Trading n v/SA 29.990% 20.000% 20.0	212	ited (In Liquidation)		_	
Brussels Airhuels Services C.V. 20.000% 20.000% 20.000% 7.150% 7.150% 7.150% 7.150% 99.900% 99.0000% 99.000% 99.000% 99.000% 99.000% 99.000% 99.000% 99.000% 99.00	213	BP Trading n.v./S.A.		99.990%	Belgium
Hydrant Refueling System N.V/S.A. 7.150% 7.150% 7.150% Mobil Europe Lubricants n.v. (Name change to eliminate 'Mobil' + 100% ownership in August 2000 49.000% 49.000% 49.000% 00ii Trade n.v. 99.990%	214	Brussels Alriuels Services C.V			- 1
Mobil Europe Lubricants n.v. (Name change to eliminate 'Mobil' + 100% ownership in August 2000 49.000% 49.000% 001 Trade n.v. 99.990% 99.990%	215	Hydrant Refueling System N.V/S.A.			-
Ol Trade n v 99 90%	216	change	bil' + 100% ownership in August 2000		İ
	147		9	+	- 1
					Congrain

Inversiones y Valores del Medierraneo S. BP Exploration Kuwali B.V. BP Fuels LLC BP Fuels Romania sri BP Gaz A.S. I Teknik Petrol Ununleri Servis Vonetim Siri BP Huizhou Ltd. BP Huizhou Ltd. BP International Oil Trading S.A. BP Lubricant KABUshiki Kaishi BP Lubricants STB s.r.o. BP Lubricants STB s.r.o. BP Lubricants Korea Limited BP Maurifus Limited BP Maurifus Limited										
Inversiones y Value Inversiones y Value It IC uels Romania si az A.S. Teknik Petrol Uru uizhou Ltd. Teknik Petrol Uru uizh	[커디디디 [워크포] [인션센터	8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	8 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	89 89 89 89 89 89 89 89 89 89 89 89 89 8	89 89 89 89 89 89 89 89 89 89 89 89 89 8	8888 888 8888 855 557 857	B B B B B B B B B B B B B B B B B B B	888 878 878 878 878 878 878 878 878 878	R 4 4 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	BP Exploration BP Exploration BP Exploration BP Holdings ini BP Holdings ini BP Holdings ini BP BB BB BB BB BB BB BB BB BB BB BB BB B
ing Uni Val	BP Solar Esp BP Solar Esp BP Solar Esp BP Dismark SA Inversiones y Exploration Kuwali B Fuels ILC Fuels Romania st Fuels Romania st Fuels Romania st Fuels Romania st Fuels Romania st Fuels Romania st Solar A.S. Teknik Petrol International Oi Trad Japan K.K Japan K.K Japan K.K Japan K.K Jubricants S.F.s. r.o. Lubricants Greeth Re Lubricants Greeth Re Lubricants Greeth Re Lubricants Greeth Re	BP Solar Espandis King BP Solar Espandis Solar Espa	BP Solar Espilar Inversiones y BP Exploration Kiwali B BP Fuels I.C BP Fuels I.C BP Fuels I.C BP Hulzhou I.d. BP International Oil Trad BP Japan K.K BP Lubricants SR s. r.o. BP Lubricants SR s. r.o. BP Lubricants Czech ReBP Maufflus I. Körea I.T.o. BP Maufflus I. Mickel	BP Amoon Ga BP Oil Espan BP BP Col Gol Gol Gol Gol Gol Gol Gol Gol Gol G	BP Espara, S.A. BP Espara, S.A. BP Amoo de BP Amoo de BP Amoo de BP Cil Espara R. R. BP Exploration Kurvali B BP Fuels (LC BP Fuels Romania shape and K. R. BP Lubricants Creat ReBP Lubricants Crea	BP Chemicals A/S BP Gas US BP Gas US BP Gas US BP Gas US BP Gas US BP Gas Es BP Amoco Gas Es BP Oil Espana S.A. BP Oil Espana S.A. BP Oil Espana S.A. BP Oil Espana S.A. BP Oil Espana S.A. BP Oil Espana S.A. BP Compan Gompan Factor Sill Inversion BP Solar Espana S.B. BP Solar Espana	BP Chemicals Olimpflex S BP Czech Fepublic, AS. BP Dammar A/S BP Dammar A/S BP Aviation A/S BP Olimpflex Fepublic A/S BP Chemicals A BP Chemi	Balaan Polyethylene La Balaan Polyethylene La Balaan Polyethylene La Brancos Marketing E; BP Chemicals Olimpfile BP Chemicals Olimpfile BP Chemicals Olimpfile BP Chemicals Olimpfile BP Chemicals Olimpfile BP Anathus Kulter BP Ariabon As BP Chemicals BP Lubricants Chemicals BP Lubricants Chemicals BP Lubricants Chemicals BP Lubricants Chemicals BP Lubricants Chemicals BP Lubricants Chemicals BP Lubricants Chemicals BP Lubricants Chemicals BP Lubricants Chemicals BP Lubricants Chemicals BP Lubricants Chemicals BP Lubricants Chemicals BP Lubricants Chemicals BP Lubricants Chemicals BP Lubricants Chemicals BP Lubricants Chemicals BP Lubricants Chemicals BP Lubricants Chemicals BP Lubricants Chemicals BP Chemicals B	Air BP Sales Homania SHL Air BP Albania Sh. A Air BP Estonia Bataan Polyethylene Corporation Bataan Polyethylene Land Devel Bataan Polyethylene Land Devel Bataan Polyethylene Land Devel Bataan Polyethylene Land Devel Bataan Polyethylene Land Devel Bataan Polyethylene Land Devel Bataan Polyethylene Land Devel BP Amoon Markeling Egypit LLC BP Chernicals Helias SA BP Chernicals Helias SA BP Chernicals Helias SA BP Chernicals AIS BP Chernicals AIS BP Chernicals AIS BP Chernicals AIS BP Chernicals AIS BP Chernicals AIS BP Amoon Gas Espana SA BP Folias IS BP Amoon Gas Espana SA BP Folias IS BP Amoon Gas Espana SA BP Amoon Gas Espana SA BP Amoon Gas Espana SA BP Amoon Gas Espana SA BP Amoon Gas Espana SA BP Amoon Gas Espana SA BP Amoon Gas Espana SA BP Amoon Gas Espana SA BP Amoon Gas Espana SA BP Amoon Gas Espana SA BP Amoon Gas Espana SA BP Amoon Gas Espana SA BP Amoon Gas Espana SA BP Amoon Gas Espana SA BP Amoon Gas Espana SA BP Amoon Gas Espana SA BP Amoon Gas Espana SA BP Amoon Gas Espana SA BP Amoon Gas Espana SA BP Chernicals Gas Espana SA BP Chernicals Gas Espana SA BP Fuels LLC BP Fuels LLC BP Fuels LLC BP Fuels LLC BP Fuels LLC BP Fuels LLC BP Fuels LLC BP Fuels LLC BP Fuels LLC BP Fuels LC BP Fuels LLC BP Fuels LLC BP Fuels LLC BP Fuels LLC BP Fuels LC	BP Exploration Iran B.V. BP Fuels Romania srt BP Holdings International B.V. Air BP Sales Romania SRI Air BP Albania Sh.A. Air BP Esionia Baltana Polyethylene Corpo Baltana Polyethylene Corpo Baltana Polyethylene Land I BP Chemicals Helias SA BP Chemicals Helias SA BP Chemicals Helias SA BP Cream Republic, AS BP Danmark A/S BP Danmark A/S BP Danmark SA BP Cream Benarias A/BP Chemicals A/BP Cream Benarias Benarias Bena
ores del Medierrar nileri Servis Yoneti S.A. S.A. S.A.	BP Solar Espana S. BP Solar Espana S. BP Solar Espana S. Inversiones y Volores del Medierraneo S. BP Exploration Kuwalt B.V. BP Fuels I.C. BP Fuels Romania sri BP Gaz A.S. Treknik Petrol Ununieri Servis Yonetim Sirkel BP Hulzhou I.d. BP International Oil Trading S.A. BP Japan K.K. BP Japan K.K. BP Lubricantis SPA s.r.o. BP Lubricantis SPA s.r.o. BP Lubricantis Spona I Imitato Spon. s.r.o.	Markoli, S.A. PASU PIOCA S.L. PASU PIOCA S.L. Terminales Canarlos, S.L. Ilar Espana S.A. IBP Solar Latin America IBP Solar Latin America IBP Solar Latin America IM	BP Oil Refineria de Caselolon S.A. Compania Logistica de Hidrocarburos, S. Eniter St. Inversiones y Valores del Medierraneo S. Markoli, S.A. PASU ROCA S.L. Terminales Canarlos, S.L. Terspana S.A. BP Solar Latin America	BP Almoco Gas Espana S.A. BP Oil Espana S.A. BP Enertica S.A. BP Enertica S.A. BP Enertica S.A. BP Enertica S.A. BP Oil Refineria de Castellón S.A. Compania Logistica de Hidrocarbi. Enter SI. Inversiones y Valores del Medierra Markoli, S.A. PASU ROCA S.L. PASU ROCA S.L. PASU ROCA S.L. BP Solar Espana SA BP Solar Espana SA Inversiones y Valores del Medierraneo S. Inversiones y Valores del Medierraneo S. Inversiones y Valores del Medierraneo S. S. Inversiones y Valores del Medierraneo S. Inversiones y Valores del Medierraneo S. S. S. Somnania sri S. S. Teknik Petrol Urunleri Servis Vonetim Sirkel Bonal Oli Trading S.A. K.K. K.K. K.K. K.R. K.R. K.R. Intis S.R. Int	oil IVS oil IVS oil IVS oil IVS oil IVS lespana S.A. BP Enertica S.A. BP Enertica S.A. BP Foliar Refineria de Casti Compania Logistica de H Enter St. Inversiones y Valores dei Markoil, S.A. PASU PACA S.L. Terminales Canarlos, S.I. Inversiones y Valores dei Medierrar Kuwalt B.V. lia sri lia	ABURDAN SA BENEFICIAL SA BENEFICIAL SA BENEFICIAL SA BENEFICIAL SA BENEFICIAL SA BENEFICIAL SA BENEFICIAL SA BENEFICIAL SA BENEFICIAL SA BENEFICIAL SA BENEFICIAL SA BENEFICIAL SA BENEFICIAL SA BENEFICIAL SA BENEFICIAL SA Compania Logistica de Hidroca Enier SL Inversiones y Valores del Medie Markoli SA PASU PROCA SL PASU PROCA SL Inversiones y Valores del Medie Markoli SA PASU PROCA SL BENEFICIAL SA PASU PROCA SL Inversiones y Valores del Medie Markoli SA PASU PROCA SL Valores del Medierraneo S. La Beneficial SA PASU PROCA SL Valores del Medierraneo S. La Beneficial SA PESIAL Latin America UK SA Latin Latin America UK SA Latin Latin America UK SA Latin Latin America UK SA Latin Latin America UK SA Latin	Agathus Kullerminal VS BP Aviation AKS BP Aviation AKS BP Aviation AKS BP Aviation AKS BP Chemicals AKS BP C	Balaan Polyethylene Land Development Resources Corporate BP Airwoo Marketing Egypt LLC BP Chemicals Fellas SA BP Chemicals Olimpflex Spolka Akcyne BP Chemicals Olimpflex Spolka Akcyne BP Chemicals Olimpflex Spolka Akcyne BP Chemicals Olimpflex Spolka Akcyne BP Aviation A/S BP Danish Refuelling Service VS BP Chemicals A/S BP Gas VS BP Gas VS BP Chemicals A/S BP Gas VS BP Chemicals A/S BP Gas VS BP Chemicals A/S BP Gas VS BP Chemicals A/S BP Gas VS BP Chemicals A/S BP Gas VS BP Chemicals A/S BP Gas VS BP Chemicals A/S BP Gas VS BP Faylor SA BP Oli Espana SA BP Oli Espana SA BP Oli Espana SA BP Oli Espana SA BP Oli Fespana SA BP Solar Espana SA BP Fuels ILC BP Solar I atth America Inversiones y Valores del Medierraneo S. BP Fuels Rumal B.V. BP Exploration Kuwalt B.V. BP Fuels Rumal SA BP Fuels Rumal SA BP Fuels Rumal SA BP Fuels Rumal SA BP Fuels Rumal SA BP Fuels Rumal SA BP Fuels Rumal SA BP Fuels Rumal SA BP Hubricants Cacch Republic Spol. s.r.o. BP Lubricants Cacch Republic Spol. s.r.o. BP Lubricants Cacch Republic Spol. s.r.o.	Immania SHL Sh.A. Iene Corporation lene Corporation lene Land Development Resc eting Egypt LLC eting Egypt LLC lelias SA Sation A/S Station A/S Danish Resolution Service Danish Resolution Service Danish Tankage Service Danish Tan	Inversiones y Valores del Medienes S.A. PASU Republic Spol Ratio Alsonal S.A.
Aederraneo S.	Arios, S.L. Imerica Aledierraneo S. Is Yonetim Sirket	Aederraneo S. Is Yonetim Sirket	ASAS SA. Ade Castellon S.A. de Castellon S.A. de Castellon S.A. de Castellon S.A. de Castellon S.A. L	SSA. Assellon S.A. Ad Hidrocarburos, S. s del Medierraneo S. , S.L. praneo S. prelim Sirkel	S S A. Sastellon S A de Hidrocarburos, S s del Medlerraneo S . S.L Ca graaneo S. graaneo S.	benhavns Lufthavn Nices IVE Vices IV	benhams Luftham sirke I/S vices I/S vices I/S vices I/S vices I/S s A. Sastellon S.A. Castellon S.A del Hidrocarburos, S del Medierraneo S. s del Medierrane	Resources Corporation of the control	Resources Corporation of the cor	Resources Corporation of the sources Corporation of the sources of
			\$\frac{9}{3}	<i>y</i> 3		9. 3A	53 A	5. A A A A A A A A A A A A A A A A A A A	5,7	
71 77 77 77 77	11 77 77 77	99 90 11 11 11 11 11	55 98 98 98 11	99 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	55. 44. 45. 45. 45. 45. 45. 45. 45. 45.	5.5.5.5.5.5.5.5.5.5.5.5.5.5.5.5.5.5.5.	99 98 95 7 9 7 5 44 7 5 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	92777 11 99 98 99 97 97 12 99 99 17 77 18 99 98 99 97 17 17 17 18 99 99 99 99 99 99 99 99 99 99 99 99 99	92777 11 Si 98.8557 99.7 55477 59.31 11 99.133 5	913 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9
70.000% 70.000% 70.000% 70.000%					╏┍╎╏	┨╃╎╞╎┊╎╎╏ ┆╎		┨╼┼╒┋┊╎╎╏╏╏╏╏╏╏╏	┨╼╎╒╏┊╎╏╏╏╎╏╏╏╏╏╏╏╏	┨╼╎╒╏┊╎╏╏╏╏╏╏╏╏╏╏
Spain The Nu 70.000% Ukrain Romau 70.000% Turkey										
Spain The Netherlands Ukraine Romania Turkey	Spain Spain Colombia Spain Spain The Netherlands Ukraine Turkey Turkey	Spain Spain Spain Spain Spain Colombia Spain Spain The Netherlands Hoomania Turkey	Spain Spain	jpaln jpain	Denmark Denmark Denmark Denmark Spain Spai	Denmark Denmark Denmark Denmark Denmark Denmark Denmark Spaln Spal	Czech Republic Czech Republic Denmark Spain	Philippines Egypt Greece Poland Czech Republic Denmark Spain	Albania Albania Estonia Fililippines Philippines Philippines Philippines Poland Czech Republic Denmark Denmark Denmark Denmark Denmark Denmark Denmark Denmark Denmark Oenmark Oenmark Oenmark Oenmark Oenmark Oenmark Tentaria	The Netherlands Romania Romania Romania Romania Fisionia
	-									

State Stat	Poland Polands Polands Polands Polands Polands Polands Polands Plussia 75,000% Plussia 75,000% Plussia 75,000% Plussia 75,000% Plussia 75,000% Plussia 44,000% Plussia 44,000% Plussia 44,000% Plussia	g Company g Company	Printernational BP International BP International BP International BP Lixembourg BP Lixembourg BP Nederland H BP BP BP BP BP BP BP BP BP BP BP BP BP B
Processing Pro	Poland Po	g Company g Company g Company G B V IF. IF. IF Terminal C V In Terminal N V Befining Company B V (BP/Texaco	Printernational BP International BP International BP International BP Expended in v. BP Luxembourg BP Nederland H BP Expensed
1 2 3 4 5 6 7 6 9 10 11 12 3 4 5 4 2000 10 2000 2000 2000 2000 2000 2000 2000 2000 2000 2000	Poland 75.000% Poland 75.000% Russia 75.000% Russia 75.000% Russia 75.000% Russia 75.000% Russia 75.000% Russia 75.000% Russia 75.000% Russia 76.000% Russia 76.000% Russia 76.000% Penen The Netherlands	g Company g Company G	P International BP International BP International BP International BP Experiment BP Experiment BP Experiment BP Experiment BP Experiment BP Experiment BP Experiment BP Experiment BP Experiment
Per Per	Poland Po	Il British Lubricants Marketing Company Investment I B.V. Investment II B.V. Investment II B.V. S.A. S.A. S.A. S.A. S.A. S.A. S.A.	Peme BP International BP International BP Kemiek n.v. BP Luxembourg BP Nederland BP E5 BP AB
Processing State Processing	Poland Po	Ibritish Lubricants Marketing Company Investment I B.V. Investment I B.V. Investment II B	Yenne BP International BP International BP International BP Enther N. V. BP Luxembourg BP Nederland H BP ED BP Nederland H BP ED
Post Post	75,000% Poland 75,000% Poland 75,000% Plussia 75,000% Plussia 75,000% Plussia 75,000% Plussia 75,000% Plussia 75,000% Plussia 75,000% Plussia 75,000% Plussia 75,000% Plussia 75,000% Plussia 75,000% Plussia 75,000% Plussia 75,000% Plussia 76,000% Plussia Plus Petherlands Plus Pe	Investment I B.V. Investment I	P International BP International BP International BP Kerniek n.v. BP Luxemboug BP Nederland H BP EBP EBP EBP EBP EBP EBP EBP EBP EBP E
Part Part	Poland 75,000% Poland 75,000% Pussia 75,000% Plussia 75,000% Plussia 75,000% Plussia 75,000% Plussia 75,000% Plussia 75,000% Plussia 44,000% Vernen The Netherlands	i British Lubricants Marketing Company investment I B.V. investment I B.V. investment II	Printernational BP International BP International BP (kerniek n. v. BP (Lixeribourg) BP Nederland h BP E9 BP BP BP BP BP BP BP BP BP BP BP BP BP B
1	Poland 75.000% Poland 75.000% Russia 75.000% Russia 75.000% Russia 75.000% Russia 75.000% Russia 75.000% Russia 75.000% Russia 76.000% Russia 76.000% Russia 76.000% Penen The Netherlands The Netherlands The Netherlands The Netherlands The Netherlands The Netherlands The Netherlands The Netherlands The Netherlands The Netherlands The Netherlands The Netherlands The Netherlands The Netherlands The Netherlands The Netherlands The Netherlands	Investment I B.V. Investment I	Yeme BP International BP International BP International BP Experiment BP Experiment BP Experiment BP Experiment BP Experiment BP Experiment BP Experiment
Part 2 S A S Part Part Compty	75,000% Poland 75,000% Poland 75,000% Plussia 75,000% Plussia 75,000% Plussia 75,000% Plussia 75,000% Plussia 75,000% Plussia 75,000% Plussia 76,000% Plussia	Il British Lubricants Marketing Company Investment I B.V. Investment II B.V. Investment II B.V. S.A. S.A. S.A. S.A. S.A. S.A. S.A. S	Yeme BP International BP International BP Kemlek n.v. BP Lysembourg BP Nederland BP EP BP BP BP BP BP BP BP BP BP BP BP BP BP
Part 2 3 4 5 6 7 6 9 10 11 2 3 4 5	75,000% Poland 75,000% Poland 75,000% Russia 75,000% Russia 75,000% Russia 75,000% Russia 75,000% Russia 75,000% Russia 76,000% Russia	Ibritish Lubricants Marketing Company Investment I B.V. Investment II	Yenne BP International BP International BP International BP Enther n.v. BP Luxembourg BP Nederland H BP ES
Part Part	75,000% Poland 75,000% Poland 75,000% Plussia 75,000% Plussia 75,000% Plussia 75,000% Plussia 75,000% Plussia 75,000% Plussia 75,000% Plussia 76,000% Plussia	Investment I B.V. Investment I B.V. Investment II B	Yeme BP International BP International BP Kemiek n.v. BP Livembourg BP Nederland H BP BP PNederland H BP BP BP Nederland H
Part 2 5 6 5 7 8 9 10 11 27 33 4 15 20 20 20 20 20 20 20 2	Poland Po	il British Lubricants Marketing Company investment I B.V. investment I	Printernational BP International BP International BP Experiment in v. BP Liverimourg BP Liverimourg BP Nederland H BP BP BP BP BP BP BP BP BP BP BP BP BP B
Print 2 3 4 5 5 7 8 9 10 11 2 3 4 5 5 20 20 20 20 20 20	75.000% 75.000% 75.000% 75.000% 75.000% 44.000%	Investment I B.V. Investment I	P International BP International BP International BP Kerniek n.v. BP Luxembour BP Nederland H BP EP BP EP
Protection Pro	75,000% 75,000% 75,000% 75,000% 75,000% 44,000%	in British Lubricants Marketing Company investment I B.V. Investment I	Yeme BP International BP International BP Kemlek n.v. BP Livembourg BP Nederland BP EP E
2 5 4 5 6 7 8 9 10 11 12 13 14 15	75 000% 75 000% 75 000% 75 000% 75 000% 75 000% 44 000%	il British Lubricants Marketing Company investment I B.V. investment I	Yeme BP International BP International BP International BP Kembeurg BP Vederland H BP EBP EB
2 3 4 5 6 7 8 9 10 17 13 14 15	75,000% 75,000% 75,000% 75,000% 75,000% 44,000%	Il British Lubricants Marketing Company Investment I B.V. Investment I	Verne BP international BP International BP Kerniek n.v. BP Luxembourg BP Nederland H
1	75.000% 75.000% 75.000% 75.000% 75.000% 44.000%	il British Lubricants Marketing Company investment I B.V. Investment II B.V. Investment II B.V. Investment II B.V. S.A. S.A. S.A. S.A. S.A. S.A. S.A. S	Yerne BP International BP International BP Kernlek n v. BP Luxembourg BP Kederland H
2 3 4 5 6 7 10 1 17 17 15 15 14 15 2000000 2000000 200000000 20000000 200000000	75,000% 75,000% 75,000% 75,000% 75,000% 75,000% 44,000%	IBritish Lubricants Marketing Company Investment I B.V. Investment I B.V. Investment I B.V. Investment I B.V. Investment I B.V. Investment I B.V.	P International BP International BP Kernlek n v. BP Luxemboung
2 3 4 5 6 7 6 9 10 11 12 13 14 15 2000x1 200x1 75,000% 75,000% 75,000% 75,000% 75,000% 75,000% 44,000%	ZAO Petrocomplex Property Company Il British Lubricants Marketing Company Investment I B.V. Investment II B.V.	Yerne BP International BP International BP Kernlek n.v.	
Process Proc	75,000% 75,000% 75,000% 75,000% 75,000% 44,000%	i British Lubricants Marketing Company investment I B.V.	Yerne BP International BP International
Political Comman (No. 1) Political Comman (N	75,000% 75,000% 75,000% 75,000% 75,000% 10,000% 11,000%	I British Lubricants Marketing Company Investment I B.V.	Yerne BP International BB International
Property Property	75,000% 75,000% 75,000% 75,000% 75,000% 44,000%	ZAO Petrocomplex Property Company Il British Lubricants Marketing Company Investment I B V	Yeme
1	75.000% 75.000% 75.000% 75.000% 75.000% 44.000%	JAO Petrocomplex Property Company il British Lubricants Marketing Company	Yenne
Port Port	75.000% 75.000% 75.000% 75.000% 75.000%	ZAO Petrocomplex Property Company	
Property Property	75.000% 75.000% 75.000% 75.000%		
Process Proc	75.000% 75.000% 75.000%	ZAO Petrol Complex Equipment Company	
Part Part	75.000% 75.000%	ZAO Petrocomplex Property Company	
Politic Poli	75.000%	COO Fearly Company	
Promissor Prom	75 000%	TAO Detroit Compiler Holding Company	
Property Property	49 000%	Holdings I mited	STRP
Political Earl No. Politic	49.000%	nian Fuelling Services S. R.L	Roma
DATE: 1	49 000%	3-Flex S.A.	OLIM
December Parent		Lubricants S.A.	Mobil
DATE 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 9 Forent Parent % Group Country of Incorposition 15,000% 15	51.000%	ca Aircraft Hertrelling Services Limited	Jama
Date Politic Earl Earl Earl Politic Earl Earl Earl Politic Earl Earl Earl Earl Earl Politic Earl Earl Earl Earl Earl Earl Earl Earl		pr cas Commus E.S.P.	
December Poland St. Colombia Serbution Holdings (Caldata) B.V Poland St. Colombia Serbution Holdings (Caldata) B.V Poland St. St. Poland St. St. Poland St. St. Poland St. St. Poland St. St. Poland St. St. Poland St. St. Poland St. St. Poland St. Poland St. St. Pol		in name of the control of the contro	Casa
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 9 10 10 10 10 10 10 10	, 0.000,00	articlina (Colombia) BV	Con
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	700000	Tin Sanayi ve Ticaret A S	Delta
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent		TermoCimarron Limitada	
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group H Country of H H H H H H H H H H		BP Gas Colombia E.S.P.	
Point Poin	The Netherlands	Dia Distribution Holdings (Valle) B.V	Colon
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Patent % Group it Locombidion Incit 100%		District III III III III III III III III III I	
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if Country of		IDD Constituting (resulted) U.V	Color
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group il Country of la cou		bia Distribution Holdings (Risaralda) R V	Colon
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if Country of	-	BP Gas Colombia E.S.P.	
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent		bia Distribution Holdings (Quindio) B.V	Colon
Decirporation Percent		BP Gas Colombia E.S.P.	
December December	0	TermoCimarron Limitada	
December Decomposition D		Dia Distribution Holdings (Caldas) B.V	Colon
December December		Taine LLC	DP O
December December	70.00%	piynaya Kompanya LLC	ar I
December Country of the Country		TA LLC	070
District Parent Group Country of Cou	#5.000% Folding	TOATTO CIT COMIT OP. 2 C.O. O. Opulina Jawii i.	200
Decirporation Poland Sp. zoo. BP Cylind Sp. zoo. BP Cylind Sp. zoo. BP Cylind Sp. zoo. BP Cylind Sp. zoo. BP Cylind Sp. zoo. BP Cylind Sp. zoo. BP Cylind Sp. zoo. BP Cylind Sp. zoo. BP Cylind Sp. zoo. BP Express Sp. zoo. BP Express Sp. zoo. BP Express Sp. zoo. BP Express Sp. zoo. BP Express Sp. zoo. BP Express Sp. zoo. BP Express Sp. zoo. BP Cylind Sp. zoo. BP Cylind Sp. zoo. BP Cylind Sp. zoo. BP Express Sp. zoo.	AD COOK I CHAIR	Mohard Co. 200 9 Cholks James	
December Country of the country	49 000%	MAAN SD ZOO	
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	37 100%	BP Gas Poland Sp. z o.o.	
Decided Parent Country of the Co	99.10%	BP Express Sp. 7 0.0.	
Decided Parent Country of the control of the country of the co	34.300% Poland	ANMA Sp. 20.0.	
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group it	70.000% Poland	BP Poland Sp. z o.o. & Spolka Jawna	
Direct Parent % Group it 12 13 14 15 % Direct Parent % Group it 11 12 13 14 15 % Direct Parent % Group it 11 12 13 14 15 % Direct Parent % Group it 11 12 13 14 15 % Direct Parent % Group it 11 12 13 14 15 % Direct Parent % Group it 11 12 13 14 15 % Direct Parent % Group it 11 12 13 14 15 % Direct Parent % Group it 11 12 13 14 15 % Direct Parent % Group it 15 % Direct Parent %		land Sp. 2 o.o.	Brra
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	/0.000%	Thomas Acetys son bild	
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	49.000%	OF CHAILONCO	
0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if 1 10 12 13 14 15 % Direct Parent % Group if 1 10 100% 101 100% 101 100% 101 100% 101 100% 101 100% 101 100% 101 100% 101 100% 101 100% 101 100% 101 100% 101 101	2000	IDD Owner CANO	9
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	40,000	Middle East B V	BPO
0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group it	49 000% Oma	BP Oman SAOG	
0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if	if not 100% not 100%		
	15 % Direct Parent % Group if	6 7 8 9 10 11 12	ω

International Cooperation AUN Needfand Coope	AUN Redefind Cooperate U	AUN Nederland Coperatio U		389	388		385	1384	1383			1380		13//		1375			1372	1371	1370	1369		1367	1366		1363		1361	1360	1358	1357	1356	1355	1354	1352	1351	1350	1349	1347	1346	1345	1344	1343	1347		1339	1338	1337	1335		
11.110% 11.110% 11.110% 11.110% 11.110% 11.110% 23.333% 23.333% 23.333% 12.300%	Timinon Timi	Ind 100% Ind 100%	Deutsche Transalpine Oelleitung Gmbh	CES Colonne Fuelling Services GhB Colonne	BP Oil Tech Combil	BP Direkt GmbH	BP Euroservice GmbH			BP Chemicals Holding AB Trelleborg	BP Caplux S.A.	BKV beteiligungs-und Kunstoffverwertung mbr	BFS Berlin Fuelling Services GbH	GSB-Gesellschaft zur Entsorgung von Sondern	Bayemoil Raffineriegesellschaft mbl	AFS&M Aviation Fuel Services & Management Gmb+	Aethylen-Rohrleitungs-GmbH & Co KG	Aethylen-Rohrleitungs-GmbH	-	BP Ukraine LLC		OAO Rusia Petroleum	Rirrovik Fast Sheria Holdings I milter	AC Sidanco	or nussia riotatings b.v.	BP Pipelines Vietnam B.V.	BP Oman SAOG	BP Amoco Norge AS	BP Norway Investments B.V.	Mobil Oil Norge DA	BP Norga S	Metro-Service B.V.	Lianyungang Sulandlink Feed & Aquaculture Co	Domeat Viees B.V.	Aquasiar Seafond S.A. (in Liquidation	Dofima BV		Verkoopmaatschappi Noord B.V.	Van der Cris Pakel B V	Cliemaatschappi Anglo Nederland B.V.	ZuidGas B.V.	Benegas Vulcentrum B.V.	Nederlandse Maatschappij voor Petroleumgass	Multi Tank Card B.V.	LP Gas B.V.	Gezamenlijke Tankdienst Schiphol B.V	Exploitate Maatschappij Weijers Rijnmond B.V	BP Direct V.O.F.	BP Tisco B.V.	AVIA Nederland Cooperati		
23.333% 23.339% 23.333% 33.300% 49.000% 12.300% 12.300% 12.300% 49.000% 93.000% 93.000% 93.000% 10.000%									MALEST AND AND AND THE THE THE THE THE THE THE THE THE THE					ull in Bayern mbt																			mpan																	eUA		14
		The N The N	11.000%	33.330%						90.000	27.540%	2.000%	12,500%	0.090%	30,000%	25.000%	16.670%	16.670%	99.990%	1.000%	0.010%	25.000%		%.000.01	10 0000		20.000%	48.000%		49.000%	93.00%		50.000%											12.300%	10 0000	33.330%		23.333%		+-	it.ngt 100%	

Indicate		0.100%		% Finland Belgium
Description of the Control of the Co			2	49.000%
2 3 4 5 6 7 8 9 10 11 12 13 14		_	49.000%	-
1			49.000%	_
1				
Disseldort Tank Services Oby- GEROMEN CONTROL TO TANK Services Oby- GEROMEN CONTROL TO TANK Services Oby- GEROMEN CONTROL TO TANK SERVICES OF THE TANK SERVICES OF THE TANK SERVICES OBJECT OF THE TANK OBJECT OBJEC			30.000.8	The Net
DITS Dissolitor Trank Services GBF ECENDARIAN CONTROL TRANK Services GBF ECENDARIAN CONTROL TRANK SERVICES GBF EAST SERVICE CONTROL TRANSPORT CONTROL TRA			49.000%	24.010%
Dissellori Task Services GSF CE Großerine Große EC Großerine Gro			50.000%	24.500%
DIS Dissolori Tank Services Ob.F EC Erolichemie Graph EC Erolich			49.000%	24.010%
DYS Dissoldorf Tank Services GDF EC Erdolcherie GrindH EC Erdolcherie GrindH Carly (Erdolcherie GrindH Co. KG Anthysen Floriteilungs-Grindh Co. KG Anthysen Floriteilungs-Grindh Co. KG Anthysen Floriteilungs-Grindh Co. KG Anthysen Floriteilungs-Grindh Co. KG Erdolcherie Untersultzungstasses Grindh Kohn (changing to 50% in 200) EFS Ernix Hranting Services (Erdolcherie Untersultzungstasses Grindh Kohn (changing to 50% in 200) EFS Ernix Hranting Services (Erdolcherie Untersultzungstasses Grindh Kohn (changing to 50% in 200) EFS Ernix Hranting Services (Erdolcherie Untersultzungstasses Grindh Kohn (changing to 50% in 200) EFS Ernix Hranting Services (Erdolcherie Untersultzungstasses Grindh Kohn (changing to 50% in 200) EFS Ernix Hranting Services (Erdolcherie Untersultzungstasses) Ernix Hranting Services (Erdolcherie Untersultzungstasses) Ernix Hranting Services (Erdolcherie Untersultzungstasses) Hranting Hranting Services (Erdolcherie Untersultzungstasses) EFS Ernix Hranting Frankfür (Erdolcherie Untersultzungstasses) EFS Ernix Hranting Frankfür (Erdolcherie Untersultzungstasses) EFS Ernix Hranting Frankfür (Erdolcherie Untersultzungstasses) EFS Ernix Hranting Frankfür (Erdolcherie Untersultzungstasses) EFS Ernix Hranting Frankfür (Erdolcherie Untersultzungstasses) EFS Ernix Hranting Frankfür (Erdolcherie Untersultzungstasses) EFS Ernix Hranting Frankfür (Erdolcherie Untersultzungstasses) EFS Ernix Hranting Frankfür (Erdolcherie Untersultzungstasses) EFS Ernix Hranting Ernix Hranting (Erbolcherie Untersultzungs		+	76/00/91	24.010%
DTS Dissoldori Tank Services GBF CE Erdolomenia GmaH Authyrien Fichilerungs-Gmbb Authyrien Fichilerungs-Gmbb Authyrien Fichilerungs-Gmbb Authyrien Fichilerungs-Gmbb Authyrien Fichilerungs-Gmbb Authyrien Fichilerungs-Gmbb Authyrien Fichilerungs-Gmbb Authyrien Fichilerungs-Gmbb Authyrien Fichilerungs-Gmbb Authyrien Fichilerungs-Gmbb Authyrien Fichilerungs-Gmbb Authyrien Fichilerungs-Gmbb		-	34.000%	34.000%
Licevit 1 2 3 4 5 5 6 7 8 8 9 10 11 12 13 14 DITS Dissoldorf Tank Services GBF EC Erdochemie Indiangs-Gmbb Ashlysen-Rohnellungs-Gmbb EFS Erdochemie Indiangs-Gmbb EFS Erdochemie Indiangs-Gmbb EFS Erdochemie Indiangs-Gmbb EFS GBF Frankfur Leuling Services GBF Frankfur Leuling Services GBF Frankfur Leuling Services GBF Frankfur Leuling-Gmbb EFS Ashl. (L.) Bindengsen-Bestalt Hopel Gmbb EFS Stuber IKG Gelssenberg Jahren Services GBR Hümpas AG Gelssenberg Jahren Services GBR Hümpas AG Gelssenberg Jahren Services GBR Hümpas AG Gelssenberg Jahren Services GBR Höhren Hümburg Services GBR Höhren Hümburg Services GBR Höhren Hümburg Services Grabh Händer Gelsselbschaft Tenglangs-Grabes-Bestalt mid Händinger-Gesselschaft Humberg mbb FFSS Türbe Field Services Schaft Humberg GBF TGM Tankfager-Gesselschaft Humberg GBF TGM Tankfager-GBF TG			34.000%	11.560%
DIS Dissoldorf Tank Services GBF EC Erolichemie GrnbH EC Erolichemie GrnbH EC Erolichemie GrnbH EFS Erthuf Fuelling Services GBF Aeitypen Rehnleitunge-GmbH & Co KG Aeitypen Rehnleitunge-GmbH & Co KG Aeitypen Rehnleitunge-GmbH & Co KG EFS Erthuf Fuelling Services GBF Fifth Association GBH FFS Fankfulf Fuelling Services GBF Fifth Association GBH FFS Fankfulf Fuelling Services GBF Fearkfulf Fuelling Services GBF Fearkfulf Fuelling Services GBF Fearkfulf Fuelling Services GBF Gelsenberg Ag G			50.000%	H
Liceup 1 2 3 4 5 6 7 8 9 10 11 12 13 14 DTS Disseldorf Tank Services GBF EC Exolichenia Graht Aeitypen-Rohleitungs-Gmbt Act (Changing to 50% in 200) EFS Erind Fruelling Services GBF FFS Frankhuri Fruelling Services GBF FFS Frankhuri Fruelling Services GBF FFS Frankhuri Fruelling Services GBF FFS Frankhuri Fruelling Services GBF FFS Frankhuri Fruelling Services GBF FFS Frankhuri Fruelling Services GBF FFS Frankhuri Fruelling Services GBF FFS Frankhuri Fruelling Services GBF FFS Frankhuri Fruelling Services GBF FFS Frankhuri Fruelling Services GBF FFS Frankhuri Fruelling Services GBF FF Frankhuri Fruelling Services GBF FF Frankhuri Fruelling Services GBF FF Frankhuri Fruelling Services GBF FF Frankhuri Fruelling Services GBF FFS Frankhuri Fruelling Services FFS FFS FFS FFS FFS F			99.000%	+
DIS Disseldorf Tank Services GhF EC Erdolcheme GmbH Aethylen-Rohriellunge-GmbH & OK RI HES Fruit I ruelling Services GmBH & OK RI ETS Fruit I ruelling Services GmBH & OK RI ETS Fruit I ruelling Services GmBH & OK RI ETS Fruit I ruelling Services GBF Fruit Association GBH ETS Fruit Truelling Services GBF Fruit Truelling Services GBF Fruit Association GBH Gelsenberg Algerie S. A.R. L. (L. Lingsa AG Gelsenberg Algerie S. A.R. L. (L. Lingsa AG Gelsenberg Algerie S. A.R. L. (L. Lingsa AG Gelsenberg Algerie S. A.R. L. (L. Lingsa AG Gelsenberg Augerie Services GBR Hohman Miteralcele GmbH, Staubing Hydrainer-Berlebs-Gesellschaff Fruithur/Hal Lingsa AG Gelsenberg Augerie Services GBR Hydrainer-Berlebs-Gesellschaff Fruithur/Hal Lingsa AG Gestellschaff Humberg GBF Fruit Augerie Gesellschaff Humberg GBF Fruit Tanklager Gesellschaff Humberg GBF Fruit Tanklager Gesellschaff Humberg GBF Fruit Tanklager Gesellschaff Humberg GBF Fruit Tanklager Gesellschaff Humberg GBF Fruit Tanklager Gesellschaff Humberg GBF Fruit Tanklager Gesellschaff Humberg GBF Fruit Tanklager Gesellschaff Humberg GBF Fruit Tanklager Gesellschaff Humberg GBF Fruit Tanklager Gesellschaff Humberg GBF Fruit Tanklager Gesellschaff Humberg GBF Fruit Tanklager Gesellschaff Humberg GBF Fruit Tanklager Gesellschaff Humberg GBF Fruit Tanklager Gesellschaff Humberg GBF Fruit Tanklager Gesellschaff Humberg GBF			34.000%	+
DIS Disseldorf Tank Services SDF EC Erdolchemie Gnobit Hermannen Gnobit ES Friul Frueing Services Gnobit (Color) Adhylen Fabrikelungs-Graph & CKG Adhylen Fabrikelungs-Graph & CKG Friin Association Gibri FFS Frankint Fueling Services SDF FFM Frankint Fueling Services SDF FFM Frankint Fueling Services GbF FFM Association Gibri FFM Frankint Fueling Services GbF FFM Association Gibri FFM Frankint Fueling Services GbF FFM Association Gibri FFM Gesemberg Algerie S. a. R. I. U. : Bergemann Gnab Hotmann Mineralcele Graph Services GbF Hotmann Mineralcele Graph Services Graph Hamburg GbF Hotmann Mineralcele Graph Services Graph Hamburg GbF Hotmann Mineralcele Graph Services Graph Hamburg GbF Hotmann Mineralcele Graph Services Graph Hamburg GbF Hotmann Mineralcele Graph Services Graph Hamburg GbF Hotmann Mineralcele Graph Services Graph Hamburg GbF Hotmann Mineralcele Graph Services Graph Hamburg GbF Hotmann Mineralcele Graph Services Graph Hamburg GbF Hotmann Mineralcele Graph Services Graph Hamburg GbF Hotmann Mineralcele Graph Services Graph Hamburg GbF Hotmann Mineralcele Graph Services Graph Hamburg GbF Hot			45.000%	+
DIS Düsseldorf Tank Sarvices GbF EC Erdolcheme GnbH Achtyen-Rehnleitunge-GmbH Achtyen-Rehnleitunge-GmbH Achtyen-Rehnleitunge-GmbH Achtyen-Rehnleitunge-GmbH Achtyen-Rehnleitunge-GmbH Achtyen-Rehnleitunge-GmbH Achtyen-Rehnleitunge-GmbH Achtyen-Rehnleitunge-GmbH Achtyen-Rehnleitunge-GmbH Achtyen-Rehnleitunge-GmbH EES Erturf Leuling Sarvices GbF FES Frankfurf Leuling Sarvices GbF FES Frankfurf Leuling Sarvices FFS) GbF Frankfurf Leuling Sarvices FFS) GbF Frankfurf Leuling Sarvices FFS) GbF Gelsenberg Algerie Sa AFL (II., Film Association GmbH Frankfurf Leuling Sarvices Graft Frankfurf/Mai LFS Langenhagen Fuelling Sarvices GbR Harnburg Hydranien-Berlebs-Gesellschaft Frankfurf/Mai LFS Langenhagen Fuelling Sarvices GbR Harnburg SNES Munch Frankfurgstansportgesellschaft Frankfurf/Mai LFS Langenhagen-Gesellschaft Tegel (Tigt) SNES Shop Non Stop GmbH Harnburg STAG Stafeniensvort Dispositions GmbH FRS Tunklager-Gesellschaft Kinnberg mib) TGH Tanklager-Gesellschaft Harnburg STAG Stafeniensvort Dispositions GmbH TFSS Tunklager-Gesellschaft Harnburg STAG Stafeniensvort GmbH TFSS Tunklager-Gesellschaft Harnburg STAG Stafeniensvort GmbH TFSS Tunklager-Gesellschaft Harnburg STAG Stafeniensvort GmbH TFSS Tunklager-Gesellschaft Harnburg STAG Stafeniensvort GmbH TFSS Tunklager-Gesellschaft Harnburg STAG Stafeniensvort GmbH TFST Tunklager-Gesellschaft Harnburg STAG Stafeniensvort GmbH TFST Tunklager-Gesellschaft Harnburg TFST Tunklager-Gesellschaft Harnburg TFST Tunklager-Gesellschaft Harnburg TFST Tunklager-Gesellsc			50.000%	ŀ
DTS Disseldorf Tank Services GbF EC Erolchemia CmbH EC Erolchemia CmbH EC Erolchemia CmbH EC Erolchemia CmbH EFS Erfluf Frueling Services GbH EFS Erfluf Frueling Services GbH EFS Erfluf Frueling Services GbH FFS Frankfurf Lueling Services GbH FFS Frankfurf Lueling Services GbH FFInn Association GbH FFS Frankfurf Lueling Services GbH Frankfurf Lueling Services GbH Frankfurf Lueling Services GbH Frankfurf Lueling Services GbH Frankfurf Lueling Services GbH Frankfurf Lueling Services GbH Frankfurf Lueling Services GbH Frankfurf Lueling Services Grab+ Gesellschaff Frankfurf Midel Helphas AG Gesenberg			50.000%	-
DTS Disseldorf Tank Services CbF EC Edolciennie CmbH EC Edolciennie CmbH EC Edolciennie CmbH Aeftylen-Rohnleikungs-GmbH & Co KG Aeftylen-Rohnleikungs-GmbH & Co KG EFS Erhurt Freiling Services CbBF EFS Erhurt Freiling Services CbBF Frankfurt Fuelling Services CbBF Frankfurt Frankfurt Frankfurt Fuelling Services CbBF Frankfurt Fran			14.290%	14.290%
1			33.330%	33,330%
DITS Disseddorf Tank Services GBF EC Erdolchene GmbH Adhlyen-Rohneltungs-GmbH Achtyen-Rohneltungs-GmbH Achtyen-Rohneltungs-Rohneltungs-GmbH Achtyen-Rohneltungs-R			14.286%	14.286%
DTS Dissoldorf Tank Services GBF			12.500%	12.500%
DITS Dissoldorf Tank Services GBF CO Erdölchemie GmbH CO Erdölchemie GmbH Aeftypen-Roinfielungs-GmbH Aeftypen-Roinfielungs-GmbH Aeftypen-Roinfielungs-GmbH Aeftypen-Roinfielungs-GmbH Aeftypen-Roinfielungs-GmbH Aeftypen-Roinfielungs-GmbH Aeftypen-Roinfielungs-GmbH Aeftypen-Roinfielungs-GmbH EFG Erfurf Fuelling Erdölchemie Unterstutzungskasse GmbH, Koln (changing to 50% in 200) EFS Erfurf Fuelling Services GBF Frankfurf Fuelling Services GBF Fra			33.300%	33.300%
Dits Dissoldort Tank Services GbF			25.000%	25.000%
DTS Disseldorf Tank Services GBF EC Erdoichemie GmbH Aethylen-Rohnleitungs-GmbH Aethylen-Rohnleitungs-			33.330%	33.330%
DTS Düsseldorf Tank Services GBF EC Erdolcheme GmbH Achthylen-Rohrleitungs-GmbH Achtylen-Rohrleitungs-GmbH Achtylen-Rohrleitungs-GmbH Achtylen-Rohrleitungs-GmbH Achtylen-Rohrleitungs-GmbH Achtylen-Rohrleitungs-GmbH Achtylen-Rohrleitungs-GmbH EFS Frankfurt Fuelling Services GBR FFS Frankfurt Fuelling Services GBF Frankfurt Fuelling Services GBF Frankfurt Fuelling Services (FFS) GBF Geisenberg AG Geisenberg AG Geisenberg Algerie S.a.R.I(IL., Ruhrgas AG Geisenberg Algerie S.a.R.I(IL., Ruhrgas AG Geisenbert KG Schubert Knobt Schubert Kmbh Rick Gesellschaft zur Ruckfuhrung Industrieller und gewerblicher Kmbh SFS Stuffgart Fuelling Services GmbH, Harnburg SNS Shop Non Stop GmbH, Harnburg SNS Shop Non Stop GmbH, Harnburg SNS Shop Non Stop GmbH, Harnburg SNS Shop Non Stop GmbH, Harnburg SNS Shop Non Stop GmbH, Harnburg			14 290%	14 290%
DTS Düsseldorf Tank Services GbF EC Erdolcherne GmbH Aethylen-Röhrleitungs-GmbH Aethylen-Röhrleitungs-KarbH Aethylen-Röhrleitungs-KarbH EFS Frankfurf Fuelling Services GbF Film Association GbR FFS Frankfurf Fuelling Services (FFS) GbF Fellm Association GhB FFIlm Association GhB FFIlm Association GhB FFIlm Association GhB FFIlm Association GhB FFIlm Association GhB FFIlm Association GhB FFIlm Association GhB FFIlm Association GhB FFILM			50.000%	50.000
DTS Disseldorf Tank Services GbF EC Erdolchemile GmbH Aethylen-Rohnieltungs-GmbH Aethylen-Rohnieltungs-GmbH Aethylen-Rohnieltungs-GmbH Aethylen-Rohnieltungs-GmbH Aethylen-Rohnieltungs-GmbH Aethylen-Rohnieltungs-GmbH Aethylen-Rohnieltungs-GmbH EFS Erfurf Fuelling Services GbF Firm Association GbR FFS Frankfurf Fuelling Services GbF Firm Association GbR FFS Erturf Fuelling Services GbF Frankfurf Fuelling Services (FFS) GbF Gelsenberg AG Gelsenberg AG Gelsenberg AG Gelsenberg Algerie S. a.R.L.(I.L.' Rhingas AG Gelsenberg Algerie S. a.R.L.(I.L.' Bright Gelsenberg Algerie S. a.R.L.(I.L.' Rhingas AG Gelsenberg AG Gelsenberg Algerie S. a.R.L.(I.L.' Sundengesellschaft-Erdgas-Sul mbH Hydranten-Berties-Gesellschaft-Erdgas-Sul mbH Hydranten-Berties-Gesellscha			25.000%	25.000%
DTS Disseldort Tank Services GbF EC Erdolchemie GmbH Aethylen-Rohniertungs-GmbH FES Erfurf Fuelling Services GbF FFS Erfurf Fuelling Services GbF FFS Erfurf Fuelling Services GbF Frankfurf Fue		_	8.000%	8.000%
DTS Düsseldorf Tank Services GBF EC Erdolchemel GmbH EC Erdolchemel GmbH Aethylen-Rohrleitungs-GmbH Aethylen-Rohrleitungs-GmbH Aethylen-Rohrleitungs-GmbH EFS Erfurf Fruelling Services GBR FFS Frankfurf Fuelling Services GBF FFS Frankfurf Fuelling Services GBF FFS massociation GBM FFS Hones GBF Frankfurf Fuelling Services (FFS) GBF Gelsenberg AG Gelsenberg AG Gelsenberg Algerie S. a.R.I(I.L., Ruhrgas AG Gelse			31.000%	31.000%
DTS Disselori Tark Services GbF EC Erdolchemie GmbH Aethylen-Rohnieitungs-GmbH Aethylen-Rohnieitungs-			50.000%	50.000% 50.000%
DTS Disseldort Tank Services GbF EC Erdolchemile GmbH Aethylen-Rohnieitungs-GmbH Aethylen-Rohnieitungs-GmbH Aethylen-Rohnieitungs-GmbH Aethylen-Rohnieitungs-GmbH Aethylen-Rohnieitungs-GmbH Aethylen-Rohnieitungs-GmbH Aethylen-Rohnieitungs-GmbH Aethylen-Rohnieitungs-GmbH Aethylen-Rohnieitungs-GmbH EFS Erfurt Fuelling Services GbH FFS Frankfurt Fuelling Services GbF Film Association GbR FFS Frankfurt Fuelling Services (FFS) GbF Gelsenberg AG Gelsenberg AG Gelsenberg AG Gelsenberg Algerie S.a.R.L.(I.L.') Rohniens Mineraloeie GmbH, Straubing Hydranten-Bertiebs-Gessellschaft Erdgas-Sud mbH Hofmann Mineraloeie GmbH, Straubing Hydranten-Bertiebs-Gessellschaft Erdgas-Sud mbH Hydranten-Bertiebs-Gessellschaft Erdgas-Sud mbH Hydranten-Bertiebs-Gessellschaft Erdgas-Sud mbH Hydranten-Bertiebs-Gessellschaft Erdgas-Sud mbH Hydranten-Bertiebs-Gessellschaft Erdgas-Sud mbH Hydranten-Bertiebs-Gessellschaft Erdgas-Sud mbH Hydranten-Bertiebs-Gessellschaft Erdgas-Sud mbH Hydranten-Bertiebs-Gessellschaft Erdgas-Sud mbH Hydranten-Bertiebs-Gessellschaft Erdgas-Sud mbH Hydranten-Bertiebs-Gessellschaft Erdgas-Sud mbH Hydranten-Bertiebs-Gessellschaft Erdgas-Sud mbH Hydranten-Bertiebs-Gessellschaft Erdgas-Sud mbH Hydranten-Bertiebs-Gessellschaft Erdgas-Sud mbH Hydranten-Bertiebs-Gessellschaft Erdgas-Sud mbH				-
DTS Düsseldorf Tank Services GbF EC Erdolchernie GmbH EC Erdolchernie GmbH EFS Erfurt Fuelling Services GbF FFS Frankfurt Fuelling Services GbF FFS Frankfurt Fuelling Services GbF Frankfurt			20.000%	20.000%
DTS Düsseldorf Tank Services GbF EC Erdolchernet Graht Aethylen-Röhrleitungs-GmbH Aethylen-Röhrleitungs-GmbH Aethylen-Röhrleitungs-GmbH Aethylen-Röhrleitungs-GmbH Aethylen-Röhrleitungs-GmbH Aethylen-Röhrleitungs-GmbH Aethylen-Röhrleitungs-GmbH Aethylen-Röhrleitungs-GmbH Aethylen-Röhrleitungs-GmbH EFS Erfurf Freilling Services GbF Firm Association GbR FFS Frankfurf Fuelling Services GbF Film Association GbR Freinfurf Fuelling Services (FFS) GbF Geisenberg AG Geisenberg Algerie S. a.R.L.(I.L., Rührigas AG Geisenberg Algerie S. a.R.L.(I.L., Rührigas AG Geisenberg Algerie S. a.R.L.(I.L., Rührigas AG Geisenberg Algerie S. a.R.L.(I.L., Rührigas AG Geisenberg Algerie S. a.R.L.(I.L., Rührigas AG Geisenberg Algerie S. a.R.L.(I.L., Rührigas AG Geisenberg Algerie S. a.R.L.(I.L., Rührigas AG Geisenberg Algerie S. a.R.L.(I.L., Rührigas AG Geisenberg Algerie S. a.R.L.(I.L., Rührigas AG Geisenberg Algerie S. a.R.L.(I.L., Rührigas AG Geisenberg Algerie S. a.R.L.(I.L., Rührigas AG Geisenberg Algerie S. a.R.L.(I.L., Rührigas AG Geisenberg Algerie S. a.R.L.(I.L., Rührigas AG Geisenberg AG Geisenberg Algerie S. a.R.L.(I.L., Rührigas AG Geisenberg Algerie S. a.R.L.(I.L., Rührigas AG Geisenberg Algerie S. a.R.L.(I.L., Rührigas AG Geisenberg Algerie S. a.R.L.(I.L., Rührigas AG Geisenberg Algerie S. a.R.L.(I.L., Rührigas AG Geisenberg Algerie S. a.R.L.(I.L., Rührigas AG Geisenberg Algerie S. a.R.L.(I.L., Rührigas AG Geisenberg Algerie S. a.R.L.(I.L., Rührigas AG Geisenberg Algerie S. a.R.L.(I.L., Rührigas AG Geisenberg Algerie S. a.R.L.(I.L., Rührigas AG Geisenberg Algerie S. a.R.L.(I.L., Rührigas AG Geisenberg Algerie S. a.R.L.(I.L., Rührigas AG Geisenberg AG Geisenberg Algerie S. a.R.L.(I.L., Rührigas AG Geisenberg Algerie S. a.R.L.(I.L., Rührigas AG Geisenberg Algerie S. a.R.L.(I.L., Rührigas AG Geisenberg AG Geisenberg Algerie S. a.R.L.(I.L., Rührigas AG Geisenberg AG Geisenberg AG Geisenberg AG Geisenberg AG Geisenberg AG Geisenberg AG Geisenberg AG Geisenberg AG Geisenberg AG Geisenberg AG Geisenberg AG Geisenberg AG Geisenberg			49.000%	49,000%
DTS Disseldorf Tank Services GbF EC Erdolchemie GmbH Aethylen-Rohrieitungs-GmbH Aethylen-Rohrieitungs-			25 000%	+
DTS Disseldort Tank Services GbF EC Erdolchemie GmbH Aethylen-Rohrieitungs-GmbH Aethylen-Rohrieitungs-GmbH EFS Erfurf Fuelling Services GbF FFS Frankfurf Fuelling Services GbF Frankfurf Fuelling Services GbF Frankfurf Fuelling Services GbF Frankfurf Fuelling Services GbF Geisenberg AG Geisenberg AG Geisenberg Algene S.a.R.L.(I.L., Huhngas AG Schubert KG		1	11 1100	11 1100
DTS Düsseldort Tank Services GbF EC Erdolchemie GmbH Aethylen-Rohrleitungs-GmbH Aethylen-Rohrleitungs-			34.000%	34.000%
DTS Disseldorf Tank Services GbF EC Erdolchemie GmbH Aethylen-Rohrleitungs-GmbH Aethylen-Rohrleitungs-GmbH EFS Erdolchemie Unterstutzungskasse GmbH, Koln (changing to 50% in 2001 EFS Erfurf Fuelling Services GbF FFS Frankfurf Fuelling Services GbF FFIm Association GbR Frankfurf Fuelling Services (FFS) GbF Geisenberg AG Geisenberg AG Geisenberg Aggerte S. a.R.L.(I.L.) Fuhngas AG Geisenberg Aggerte S. a.R.L.(I.L.)			2.960%	2.960%
DTS Disseldorf Tank Services GbF EC Erdolchemie GmbH Aethylen-Rohrieitungs-GmbH Aethylen-Rohrieitungs-GmbH Aethylen-Rohrieitungs-GmbH Aethylen-Rohrieitungs-GmbH EFS Erfurf Fuelling Services GbF FFS Frankfurf Fuelling Services GbF FFIIM Association GbR Frankfurf Fuelling Services (FFS) GbF Geisenberg AG Geisenberg AG Geisenberg Algerie S.a.R.L.(I.L.,			25.470%	25.547%
At 5 6 7 8 9 10 11 12 13 14 DTS Disselort Tank Services GbF EC Erdolchemie GmbH Aethylen-Rohnieitungs-GmbH Aethylen-Rohnieitungs-GmbH Aethylen-Rohnieitungs-GmbH Aethylen-Rohnieitungs-GmbH Aethylen-Rohnieitungs-GmbH Aethylen-Rohnieitungs-GmbH EFS Erfurt Frueiling Services GbH EFS Erfurt Fueiling Services GbF Film Association GbH Frankfurt Fueiling Services (FFS) GbF Geisenberg AG Geisenberg AG Riuhigas AG				
A 5 6 7 8 9 10 11 12 13 14 DTS Düsseldort Tank Services GbF EC Erdolchemie GmbH EC Erdolchemie GmbH Aethylen-Rohrieitungs-GmbH Aethylen-Rohrieitungs-GmbH EFS Frankfurt Fuelling Services GbF FFS Frankfurt Fuelling Services GbF FFIm Association GbH Frankfurt Fuelling Services (FFS) GbF Geisenberg AG Geisenberg AG			0.050%	25.547%
DTS Düsseldorf Tank Services GbF EC Erdolchemie GmbH Aethylen-Rohnieitungs-GmbH-Aethylen-Rohnieitungs-GmbH-Erdolchemie Uniterstutzungskasse GmbH, Koln (charging to 50% in 2001 EFS Erturf Fuelling Services GbF FFS Frankfurf Fuelling Services GbF FFIm Association GbH Frankfurf Tuelling Services (FFS) GbF Frankfurf Tuelling Services (FFS) GbF			0 154%	0.154%
DTS Disseldorf Tank Services GbF EC Erdolchemie GrabH Aethylen-Rohrleitungs-GmbH Aethylen-Rohrleitungs-GmbH Erdolchemie Untersutzungskasse GmbH, Koln (changing to 50% in 2001 EFS Erfuhr Fuelling Services GbF FFM Association GbH FFS Frankfurf Fuelling Services GbF Film Association GbH FFIRM Association GbH			8,000.62	20.000.00
DTS Disseldort Tank Services GbF EC Erdolchemie GmbH Aethylen-Rohrieitungs-GmbH Aethylen-Rohrieitungs-GmbH Aethylen-Rohrieitungs-GmbH Aethylen-Rohrieitungs-GmbH Aethylen-Rohrieitungs-GmbH Aethylen-Rohrieitungs-GmbH EFS Erfurf Freelling Services GbF EFS Erfurf Freelling Services GbF EFS Frankfurf Fuelling Services GbF			25000	25,000
DTS Düsseldorf Tank Services GbF EC Erdolchemie GmbH Aethylen-Rohifeitungs-GmbH Aethylen-Rohifeitungs-GmbH Actorius GmbH Aethylen-Rohifeitungs-GmbH & Co KG Erdolchemie Unterstutzungskasses GmbH, Koln (changing to 50% in 2001 EFS Ertrut Freiling Services GbR EFS Ertrut Freiling Services GbR			9 8000g	9 8000
DTS Disseldorf Tank Services GbF EC Erdolchemie GmbH Aethylen-Rohrieitungs-GmbH & Co KG Erdolchemie Uniterstutzungskasse GmbH, Koln (changing to 50% in 2001			20.000%	20.000%
A 5 6 7 8 9 10 11 12 13 14			60,000	E0 0000
4 5 6 7 8 9 10 11 12 13 14			16.6/0%	-
4 5 6 7 8 9 10 11 12 13 14			960/030	33.340%
4 5 6 7 8 9 10 11 12 13 14 DTS Disseldorf Tank Services GbF			16 6700/ 36 6700/	33 3400/
4 5 6 7 8 9 10 11 12 13 14			25.000%	25.000%
4 5 6 7 8 9 10 11 12 13 14			f not 100%	П
Leve	14	3º	Direct Parent	
As at 31 July 2000 LAST revised 281100 AMT	- 1 · 1			15 W. Direct Parent % Group II Inol 100%

Processing Pro		- A CONTRACTOR			-		-			_		snezuela U.A.	Tiloruou v		
Part Part		Venezuela		1.000%	1								Enértica V		1506
Prince P		Malaysia	49.000%	49,000%								n Bhd	Emulco Sc		505
Process Proc		England	07.000.70	07.000.70	1				+			l imited	BP Taiwar		4
Proceedings Procedings		China	67.000%	67.000%								BP Fulian Limited			4
Proceedings Procedure Pr		Singapore								-		He Ltd	BP China		
Promoting Front Product	China							-		ď	hai) Trading Limite	BP (Shanc			
Price Pric		Vietnam	65.000%	65.000%								BP Petco Limited			1500
2 3 4 5 6 7 0 0 10 11 12 3 14 15 \$ 10000000000000000000000000000000000		England										nam Limited	BP Oil Vie		
2 3 4 5 6 7 8 9 10 11 12 3 14 5 8 10 10 10 10 10 10 10		New Zealand	23.660%	15.090%							Ind Co Ltr	New Zealand Refir			1498
Promoting Polarisa Prina P		New Zealand	23.660%	8.570%							aland Refining Co Ltc	New Ze			
Promotory Pattern Prince P		New Zealand							_		aland Ltc	Europa Oil New Ze			L
2 3 4 5 6 7 7 8 9 9 10 11 12 9 14 15 \$1,000,000		New Zealand					_				ents Ltd	3P Pacific Investm			1495
Price Pric		New Zealand	27.780%	27.780%							Services Ltd	WITOI			1
Prometation of Petimesh Primal Program Primal Program Primal Program Primal Program Primal Program Primal Program Primal Program Primal		New Zealand	25,000%	25.000%							e No. 2 Limitec	Penagre			1
Price Pric		New Zealand	25.000%	25.000%							e Limited	Penagre			7641
Price Pric		New Zealand	33.330%	33.330%						C	aland Oil Service Limit	New Ze			1
Programme		New Zealand	30.000%	30.000%							uel Limited	McFall			9
Programment From		New Zealand	25.800%	25.800%				_		lory Limiter	dent Petroleum Labora	indepen			1
Pricemetany Postures Private Pricemetany Postures Private Pricemetany Postures Private Pricemetany Postures Private Pricemetany Postures Private Private Private Private Private Private Private Private Private Private Private Private Private Private Private Private Private Private Private Private Private Priva		New Zealand	31.829%	31.829%		-				1) Limiter	chnology (New Zealan	Heet le			+
Price Pric		New Zealand						-			n Oil Helining Ltd	Dominio			140/
Proceeding Polymer P		New Zealand									ading NZ Ltd	Coro Tr			+
Price Pric		New Zealand	25.000%							Limited	Silver Fern Shipping				465
Proceedings between Private Priv		New Zealand	25.000%	25.000%							Tankers Limited	Coastal			\downarrow
Pricemelang Polumes Primal St. 6 7 8 9 10 11 12 13 14 15 15 10000% 510000% 5100000% 5100000% 5100000% 5100000% 5100000% 51000000% 51000000% 5100000000000000000000000000000000000		New Zealand								e Limitec	Zealand Share Schem	BP New			-
Proceeding Polymers Prings Prings		New Zealand	50.000%	50.000%							ards Operations Limite	AA Rew			L
Proceeding Pelumas Primal Proceeding Pelumas Primal Proceeding Pelumas Primal Proceeding Pelumas Primal Proceeding Pelumas Primal Proceeding Pelumas Primal Proceeding Pelumas Primal Proceeding Pelumas Primal Proceeding Pelumas Primal Proceeding Pelumas Primal Proceeding Pelumas Primal Proceeding Pelumas Perimal Proceeding Pelumas Perimal Proceeding Pelumas Pel		New Zealand									nd Limited	BP Oil New Zealer			1
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group f 17 17 17 17 17 17 17		New Zealand						-			miled	aland Holdings Li	BF New Z		ģ
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 10 10 10 10 10 10 10		China	85.000%	85.000%								dong Limited	BP Guang		1
Prometriang Pelumas Primal Primal		Chite		50.000%								etrolera Limitade	BP Chile F		
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if		Singapore									red	AIS S.E.A Pte Lim	BP Chemi		1
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15		Malaysia									in Bhd	acific (Malaysia) Sc	BP Asia P		1
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if		England										ngs Limited	BP Asia Pacific Hold		1
1 2 3 4 5 6 7 6 9 10 11 12 13 14 15 % Direct Parent % Group if Indigonal Flat Parent (% Group if Indigonal Fla		England										6.	BP Amoco Capital p.		14/4
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if 100% 100% 100% 100% 100% 100% 100% 10000% 100000% 1000000% 1000000% 1000000% 1000000% 1000000% 1000000% 1000000% 10000000% 10000000% 10000000% 100000000% 100000000% 10000000000			2.000%	2.000%								ogles, inc	Aira Energy Lechno		1
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if Incl. 100%		ireland	50.000%	50.000%		-	_				led	illon Services Limi	A) Fingal Avi		1
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15		England										-	Air BP Limited		1
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if 100% 1		England											anauorai cimied	DF 110	Ţ
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15		ireland										100	op relation rustees cities	00 01	1
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15		Guemsey										lieu.	Trickes Line	2000	1
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if Inol 100% in I		nussia										witer	bal Pension Injeres I i	BP GI	1
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group it Indi 100%		Hussia	%0CE:08	%nce.na									ZAO BP Nett		1467
PT Cemelang Pelumas Prima		Cilgiano	200	200									ZAO Battic Petroleur		1
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group it India 100%		Guernsey											evelSeas IK I mite		1465
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 1000% 100100% 100100% 100100% 100100% 100100% 1000%		Ireland	80.000%	80.000%								LINNEC	heldin rower cherg		1
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if Inc. 1100%		Venezuela		99.000%									Cherica Asheria		1402
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if Inol 100% Inol 10		Thailand	51.000%	45.000%								ind) Co Limited	Ducknams Oil (Thail		1
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Croup it		Gibraltar										uted	BP Oil (Gibraltar) Lin	-	ļ
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 8 Direct Parent % Group it		England										nited	BP Korea Trading Li		1459
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if Inol 100%		llaly	50.000%	50.000%								a Spa	AITEPITAL		1
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Clinet Parent % Group it PT Cermerlang Pelumas Prime		italy	20.000%	20.000%								Lubrircand	A.B.A. de		1
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15		Шау										- L	or liana opa		1
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if Inol 100%		The Netherlands	50.000%	50.000%								e Alliance B.V.	ine Marin		CCPI
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group it		China	24.500%	24.500%							n Oil Company Limited	na Bluesky Aviation	South Chi		454
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group it		England									ed (In Liquidation	ance (1998) Limite	Hussia Fir		403
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if 10 10 12 13 14 15 % Direct Parent % Group if 10 100		Romania		50.000%							S.R.L	Fuelling Services	Romanian		1
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if Inol 100% nol 100% 1100% 51.000% 51.000% 51.000%		Indonesia	5.100%	10.000%							Pratama	PT Agip Lubrindo		_	1451
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group it		Indonesia	51.000%	51.000%							5	ang Pelumas Prin	PT Cemer	_	0
. 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if	E	Incorporati	not 100%	if not 100%											~
	*	Country o	% Group if	% Direct Parent	15	14			10		6 7			0	L
(AV)								_		_				100000	Ļ

	_		
		49.0009	49,000% 49,000%
			+
		23 7500	23 750% 23 750%
		23.750	+
		9 5009	2002 a 2002
	1		
	4		
	ļ-		ITINIQAQ
	+-		
	+	17.07.0	1,0,0
	-	14 6709	670% 14 670%
	_		
		10.000	10.000.00
		49 000	49 000% 49 000°%
	_	30.000	30,000,%
	+	50,000	1
	-	51 000	-
	_	51.000	51.000% 51.000%
	Ļ	70000	+
	4	10 0000	+
	_	76.000	_
	Ļ	10.000	10.0000
	1	15,000	1
	_	60,0009	60,000% 60,000%
	_		
	1		
	+		+
		50 0000	4
	-	20.0009	20.000% 20.000%
		0.170%	0.170% 0.170%
		0.000	
		O cene	1
		030,40	+
		84 6200	
		5.000%	5.000% 5.000%
		51.0009	51.000% 51.000%
			L
	1		
	ļ		
	1		+
	1	51 0000	1
		45.0009	45.000% 45.000%
	1	J4.000	04.000.0
		SOUD VE	+
	ı		
	1		
	- [1
		if not 100	
11 12 13 14	ü	% Direct Pe	% Direct Parent % Group if
3		e Dissail	Ť
_			

	50.000% 10.000% 6.850% 25.000% 24.360% 50.000% 33.333% 50.000%			BP Annoco Exploration (Della) Limitec BP Exploration (Thela) Ltd BP Pipelines (Vietnam) Limited (in Liquidation) BP Pipelines (Vietnam) Limited (in Liquidation) BP Annoco Exploration (Gamma) Ltd Britoli Pic Gas Marketing Services Limitec Interconnector (UR) Limited Oil Spill Response Limited Oil Spill Response Limited Sawing B.V. Sulium Voe Association Ltd BP Exploration Orinoco Limitec Interconnector (UR) Limited Oil Spill Response Limited BP Exploration Orinoco Limitec BP Exploration (Eta) Ltd. BP Explora	
Properties Pro	50.000% 10.000% 6.850% 25.000% 24.380% 50.000% 33.333% 30.330% 50.000%			BP Annoos Exploration (Della) Limitec BP Exploration (Della) Limited (In Liquidation) BP Pipellines (Vietnam) Limited (In Liquidation) BP Pipellines (Vietnam) Limited (In Liquidation) BP Annoos Exploration (Gamma) Ltd. Britoli Picl Gas Marketing Services Limitec Interconnector (UR) Limited Oil Spill Response Limited Oil Spill Response Limited Sawing B.V. Suliom Voe Association Ltd BP Exploration Orinoco Limitec Administratoria General Guaripiche St BP Exploration Orinoco Limitec BP Exploration Orinoco Limitec BP Exploration Orinoco Limitec BP Exploration Fiela Ltd BP-Lapan Oil Development Co Ltc BP-Lapan Oil Development Co Ltc BP Norway Limited Central North Sea Fibre Telecommunications Company Limitec Gable Company (Iran) Limited (In Liquidation) The Fibre Cable Company Limitec	
Properties Pro	50.000% 10.000% 6.850% 25.000% 24.380% 50.000% 33.333% 50.000% 50.000%			BP Ancoo Exploration (Delia) Limitec BP Exploration (Delia) Limited BP Exploration (Delia) Limited (In Liquidation) BP Pipellines (Vielnam) Limited (In Liquidation) BP Pipellines (Vielnam) Limited (In Liquidation) Brioli Pipellines (Vielnam) Limited Brioli Pipellines (Pipellines) Limited Gas Marketing Services Limited Gas Marketing Services Limited Gas Marketing Services Limited Gas Marketing Services Limited Gas Marketing Services Limited Gas Marketing Services Limited Gas Marketing Services Limited Gas Marketing Services Limited Gas Marketing Services Limited Gas Marketing Services Limited Gas Marketing Services Limited Gas Marketing Services Limited Gas Marketing Services Limited Gas Marketing Services Limited Gas Marketing Services Limited Gas Marketing Services Limited Gentral North Sea Fibre Telecommunications Company Limited Gentral North Sea Fibre Telecommunications Company Limited Gentral North Sea Fibre Telecommunications Company Limited Gentral North Sea Fibre Telecommunications Company Limited Gentral North Sea Fibre Telecommunications Company Limited Gentral North Sea Fibre Telecommunications Company Limited Gentral North Sea Fibre Telecommunications Company Limited Gentral North Sea Fibre Telecommunications Company Limited Gentral North Sea Fibre Telecommunications Company Limited Gentral North Sea Fibre Telecommunications Company Limited Gentral North Sea Fibre Telecommunications Company Limited Gentral North Sea Fibre Telecommunications Company Limited Gentral North Sea Fibre Telecommunications Company Limited Gentral North Sea Fibre Telecommunications Company Limited Gentral North Sea Fibre Telecommunications Company Limited Gentral North Sea Fibre Telecommunications Company Limited Gentral North Sea Fibre Telecommunications Company Limited Gentral North Sea Fibre Telecommunications Company Limited Gentral North Sea Fibre Telecommunication Company Limited Gentral North Sea Fibre Telecommunication Company Limited Gentral North Sea Fibre Telecommunication Company Limited Gentral North Sea Fibre T	
Procession (Apple) United Procession (Apple) United	50.000% 10.000% 6.850% 25.000% 24.380% 50.000% 33.333% 50.000%			BP Annoos Exploration (Della) Limitec BP Exploration (Thela) Ltd BP Annoos Exploration (Garnna) Ltd. BP Annoos Exploration (Garnna) Ltd. Britoli Prinsite) Ltd. Britoli pic Gas Marketing Services Limitec Interconnector (UK) Limited Oil Spill Response Limited Oil Spill Response Limited Sawing B.V. Suliom Voe Association Ltd BP Exploration Orinoco Limitec BP Exploration (Tela) Ltd. BP Exploration (Eta) Ltd. BP-Lapan Oil Development Co-Lic BP-Lapan Oil Development Co-Lic BP Norway Limited Central North Sea Fibre Telecommunications Company Limites Burding Courseaux (Iran Limited	
Part Part	50.000% 10.000% 6.850% 25.000% 24.380% 50.000% 33.330% 50.000%			BP Annooc Exploration (Delia) Limitec BP Exploration (Thela) Ltd BP Pipelines (Vietnam) Limited (in Liquidation) BP Pipelines (Vietnam) Limited (in Liquidation) BP Annooc Exploration (Gamma) Ltd Britol Pict (Gamma) Ltd Britol Pict (Gamma) Ltd Britol Pict (Gamma) Ltd Britol Pict (Gamma) Ltd Britol Pict (Gamma) Ltd Britol Pict (Gamma) Ltd Britol Pict (Gamma) Ltd Britol Pict (Gamma) Ltd Britol Pict (Gamma) Ltd Britol Pict (Gamma) Ltd BP Exploration Orinooc Limitec BP Exploration Orinooc Limitec BP Exploration (Eta) Ltd BP-Lapan Oil Development Co. Ltd BP-Lapan Oil Development Co. Ltd BP Norway Limited Gentral North Sea Fibre Telecommunications Company Limited Gentral Virth General Virth	
Part Part	50.000% 10.000% 6.850% 25.000% 24.380% 50.000% 33.333%			BP Annoos Exploration (Delta) Limitec BP Exploration (Delta) Limited (In Liquidation) BP Pipellines (Viehnam) Limited (In Liquidation) BP Annoos Exploration (Garma) Ltd. Britoli plc Gas Marketing Services Limitec Interconnector (UK) Limited Oil Spill Response Limited Sawing B.V. Sulion Voe Association Ltd BP Exploration Orinoos Limitec BP Exploration (Fia) Ltd BP Explo	
Part Part	50,000% 10,000% 6,850% 25,000% 24,380% 50,000% 33,333%			BP Annoos Exploration (Della) Limitec BP Exploration (Thela) Ltd BP Exploration (Thela) Ltd BP Annoos Exploration (Garma) Ltd. Britoil (Thistle) Ltd. Britoil (Thistle) Ltd. Britoil (Thistle) Ltd. Britoil (Thistle) Ltd. Britoil (Thistle) Ltd. Britoil (Thistle) Ltd. Britoil (Thistle) Ltd. Britoil (Thistle) Ltd. Britoil (Thistle) Ltd. Britoil (Thistle) Ltd. Britoil (Thistle) Ltd. Britoil (Thistle) Ltd. Britoil (Thistle) Ltd. Britoil (Thistle) Ltd. BP Exploration (Thistle) Ltd. BP Exploration (Eta) Ltd. BP Exploration (Eta) Ltd. BP Norway Limited BP Norway Limited Gentral (North Sea Fibre Telecomprounded) Indiced Gentral (North Sea Fibre Telecomprounded) Indiced	
Part Part	50.000% 10.000% 6.850% 25.000% 24.380% 50.000% 33.333%			BP Annoon Exploration (Delta) Limitec: BP Exploration (Delta) Limited (In Liquidation) BP Pipelines (Vietnam) Limited (In Liquidation) BP Pipelines (Vietnam) Limited (In Liquidation) BP Annoon Exploration (Gamma) Ltd. Britoli pld: Gas Marketing Services Limitec Interconnector (UK) Limited Oil Spill Response Limited Oil Spill Response Limited Sawing B.V. Sulium Voe Association Ltd BP Exploration Orinoon Limitec BP Exploration Orinoon Limitec BP Exploration Orinoon Limitec BP Exploration Orinoon Limitec BP Exploration Orinoon Limitec BP Exploration Orinoon Limitec BP Exploration Orinoon Limitec BP Exploration Orinoon Limitec BP Exploration Orinoon Limitec BP Exploration Orinoon Limitec BP Exploration Orinoon Limitec BP Exploration Orinoon Limitec BP Exploration Orinoon Limitec BP Exploration Orinoon Limitec BP Exploration Orinoon Limited BP Norway Limited	
Comman C	50.000% 10.000% 6.650% 25.000% 24.380% 50.000% 33.33%			BP Annoco Exploration (Della) Limitec BP Exploration (Thela) Ltd BP Exploration (Thela) Ltd BP Annoco Exploration (Gamma) Ltd Britoli (Thistle) Ltd. Britoli (Thistle) Ltd. Britoli (Thistle) Ltd. Britoli pic Gas Marketing Services Limitec Interconnector (UK) Limited Oil Spill Response Limited Oil Spill Response Limited Sawing B.V. Suliom Voe Association Ltd BP Exploration Origon Limitec Administratora General Guardpiche St BP Exploration (Eta) Ltd BP-Lapan Oil Development Co Ltc Abu Dhabi Marine Areas Ltc	
Proposition (Application (App	50.000% 10.000% 6.850% 25.000% 24.360% 50.000%			BP Annoco Exploration (Delia) Limitec BP Exploration (Delia) Limited (In Liquidation) BP Pipellines (Vietnam) Limited (In Liquidation) BP Pipellines (Vietnam) Limited (In Liquidation) BP Annoco Exploration (Gamma) Ltd. Britoli Picl Gas Marketing Services Limitec Interconnector (UN) Limited Oil Spill Response Limited Oil Spill Response Limited Sawing B. V. Suliom Voe Association Ltd BP Exploration Orinoco Limitec BP Exploration Orinoco Limitec BP Exploration Orinoco Limitec BP Exploration (Eta) Ltd BP-Lapan Oil Development Co Ltr	
Common C	50.000% 10.000% 6.850% 25.000%			BP Annoco Exploration (Della) I Imitec BP Exploration (Theta) Ltd BP Exploration (Theta) Ltd BP Pipelines (Vietnam) Limited (In Liquidation) BP Annoco Exploration (Gamma) Ltd Britoil (Thistle) Ltd. Britoil pic Gas Marketing Services Limited Clis Spill Response Limited Oil Spill Response Limited Sawing B.V. Suliom Voe Association Ltd BP Exploration Orinoco Limitec BP Exploration (Eta) Ltd. BP Exploration (Eta) Ltd. BP Exploration (Eta) Ltd.	
Common 1	50,000% 10,000% 6,850% 25,000%			BP Annoco Exploration (Della) Limitec BP Exploration (Thela) Ltd BP Pipelines (Vietnam) Limited (in Liquidation) BP Annoco Exploration (Gamma) Ltd. Britoil (Thistie) Ltd. Britoil (Thistie) Ltd. Britoil (Thistie) Ltd. Britoil (Thistie) Ltd. Britoil (Thistie) Ltd. Britoil (Thistie) Ltd. Britoil (Thistie) Ltd. Britoil (Thistie) Ltd. Britoil (Thistie) Ltd. Britoil (Thistie) Ltd. Britoil (Thistie) Ltd. Britoil (Thistie) Ltd. Britoil (Thistie) Ltd. Britoil (Thistie) Ltd. BP Exploration (
Common 1	50 000% 10,000% 6,850% 25,000%			BP Annoos Exploration (Della) Limitec BP Exploration (Theta) Ltd BP Exploration (Theta) Ltd BP Pipelines (Vietnam) Limited (In Liquidation) BP Annoos Exploration (Garnyna) Ltd Britoil (Thistle) Ltd Britoil plci Gas Marketing Services Limited Interconnector (UK) Limited Oil Spill Response Limited Sawing B.V. Sullom Voe Association Ltd BP Exploration Orinoos Limitec	
Common Common Composition Common 50,000% 10,000% 6,850% 25,000%			BP Annoco Exploration (Della) Limitec BP Exploration (Theta) Ltd BP Exploration (Theta) Ltd BP Annoco Exploration (Gamma) Ltd Britoli (Thistle) Ltd. Britoli (Thistle) Ltd. Britoli pic Gas Marketing Services Limitec Interconnector (UK) Limited Oil Spill Response Limited Sawing B.V. Suliom Voe Association Ltd BP Exploration Chroco Limitec		
2 3 4 5 6 7 8 9 10 17 12 14 15 20 20 20 20 20 20 20 2	50.000% 10.000% 6.850%			BP Annoon Exploration (Delta) Limitec BP Exploration (Delta) Limited BP Exploration (Teneat) Ltd BP Pipelines (Vietnam) Limited (In Liquidation) BP Annoon Exploration (Gamma) Ltd. Britol (Thistie) Ltd. Britol ptd Gas Marketing Services Limited Interconnector (UK) Limited Gil Spill Posponse Limited Sawing B.V. Suliam Voe Association Ltd	
2 3 4 5 6 7 8 8 9 10 11 72 15 14 15 20 20 20 20 20 20 20 2	50.000% 10.000% 6.850%			BP Annoco Exploration (Della) I Imilec BP Exploration (Theta) Ltd BP Exploration (Theta) Ltd BP Pipelines (Vietnam) Limited (in Liquidation) BP Annoco Exploration (Gamma) Ltd Britoil (Thistle) Ltd. Britoil picl Britoil picl Gas Marketing Services Limited Interconnector (UK) Limited Oil Spill Pesponse Limited Sawing B V.	
Committed Company Co	50.000% 10.000% 6.850%			BP Annoon Exploration (Delta) Limitec BP Exploration (Thera) Ltd BP Pipellines (Vietnam) Limited (In Liquidation) BP Pipellines (Vietnam) Limited (In Liquidation) BP Annoon Exploration (Gamma) Ltd. Britoli (Thistie) Ltd. Britoli pic Gas Marketing Services Limitec Interconnector (UR) Limited Oil Spill Response Limited	
Common 1 2 3 4 5 6 9 10 11 12 15 4 5 4 5 4 5 4 5 4 5 4 5 4 5 4 5 4 5 4 5 4 5 4 5 4 5 4 5 4 5 5	50.000%			BP Annoco Exploration (Della) Limitec BP Exploration (Theta) Ltd BP Exploration (Theta) Ltd BP Pipelines (Vietnam) Limited (in Liquidation) BP Annoco Exploration (Gamma) Ltd. Britoil (Thistie) Ltd. Britoil bic Britoil Bic Gas Marketing Services Limitec Gas Marketing Services Limitec	
Committee Comm	50.000%			BP Annoco Exploration (Della) Limitec BP Exploration (Theta) Ltd BP Exploration (Theta) Ltd BP Annoco Exploration (Gamma) Ltd. Britoli (Thistle) Ltd. Britoli (Thistle) Ltd. Britoli (Thistle) Ltd. Britoli (Thistle) Ltd. Britoli (Thistle) Ltd. Britoli (Thistle) Ltd.	
2 3 4 5 6 7 8 9 10 11 12 13 14 15 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	SO DOOS			BP Amoco Exploration (Delta) Limitec BP Exploration (Theta) Ltd BP Pipelines (Vietnam) Limited (In Liquidation) BP Amoco Exploration (Garmna) Ltd. Britoil ptc Gas Matching Services Limiter	
2 3 4 5 6 7 8 9 10 11 12 19 14 15 \$County of County of County of Explanation (Aphanal II strikes Explanation (Aphanal II strik				BP Annoco Exploration (Della) Limitec BP Exploration (Theta) Ltd BP Pipelines (Vietnam) Limited (in Liquidation) BP Annoco Exploration (Gamma) Ltd Britoil (Thistle) Ltd. Britoil (Thistle) Ltd.	
2 3 4 5 6 7 8 9 10 11 12 13 14 15 8 General Potential (Colongly) Countity of the Exploration (Appella) Limits Exploration (Appella) Limits Exploration (Appella) Limits Exploration (Appella) Limits Exploration (Appella) Limits Exploration (Appella) Limits Exploration (Appella) Limits Exploration (Appella) Limits Li	England England Scottland			BP Annoos Exploration (Jella) Limites: BP Exploration (Della) Limites BP Exploration (Thesa) tid BP Pipelines (Vietnam) Limited (In Liquidation) BP Annoos Exploration (Garma) Ltd. Britoil (Thistie) (Ld. In (Garma) Ltd.	
2 3 4 5 6 7 8 9 10 11 12 13 14 15 15	England England			BP Amoco Exploration (Delta) Limitec BP Exploration (Theta) Ltd BP Pipelines (Vietnam) Limited (In Liquidation) BP Amoco Exploration (Gamma) Ltd.	
2 3 4 5 6 7 8 9 10 11 12 13 14 15 15 15 15 15 15 15	England			BP Annoco Exploration (Della) Limitec BP Exploration (Theta) Ltd BP Exploration (Theta) Ltd BP Pipelines (Vietnam) Limited (in Liquidation)	
Propionation (Albania) Unrilect Prop				BP Exploration (Delta) Limited BP Exploration (Theta) Ltd	
2 3 4 5 6 7 7 8 9 9 10 11 12 13 14 15 % Dicel Process	England	_		BP Amoco Exploration (Delta) Limitec	_
Part Part	England			DD Among Fundamental Delta Human	
Personalian (Applia) Limies Personalian (Rappia) Limies Pers	Cigania		_	The strategy represents the strain	
2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Orient Pount Scientify of the Country of the Exploration (Angha) Limited BE Exploration (A	England			RP Array Exploration (English) I to	
2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Orient Parent % Group it	England			IBP Oil Development Company	
2 3 4 5 6 7 8 9 10 11 12 13 14 15 9 10 10 10 10 10 10 10	England		-	BP Kuwait Ltd	
Perploration (Alcha) 1	England			by Kazakrstan Limited	
Perplandian (Alpha) 1				סר וומון בוואופט	
P Exploration (Alpha) Link				DD In Imited	
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group	Contant			RP Gae Marketing Limited	
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group	England			BP Gas Abu Dhahi I imited (in I iguidation)	
Perploration (Alpha) Livitect Perploration (Alpha) Livitec	England			BP Exploration (Vietnam) Limited	
Perploration (Alpha) Ltd Perploration (Alpha) Ltd Perploration (Alpha) Ltd Perploration (Alpha) Ltd Perploration (Alpha) Ltd Perploration (Alpha) Ltd Perploration (Alpha) Ltd Perploration (Alpha) Ltd Perploration (Aserbaia) Limites Perploration (Aserbaia) Li	England			BP Exploration Venezuela Ltc	
2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Gioup II BP Exploration (Alpha) Ltd BP Exploration (Angula) Limites BP Exploration (Angula) Limites BP Exploration (Basa) Limites BP Exploration Beta Ltd BP Exploration (Basa) Limites BP E	England			DF AIROCO Exploration (MSA) Limited	
Perploration (Alpha) Ltd Perploration (Alpha) Ltd Perploration (Alpha) Ltd Perploration (Azerbalan) Limiter	Cilyand			DO A CONTROL OF ACCOUNT	
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if	England			BP Exploration Services I to	
Part Part	Scotland			BP Exploration (Zeta) Ltc	
PExploration (Alpha) Ltd Perploration (Alpha) Ltd Perploration (Alpha) Ltd Perploration (Alpha) Ltd Perploration (Argona) Limites Perploration (Argona) Limites Perploration (Argona) Limites Perploration (Argona) Limites Perploration (Argona) Limites Perploration (Argona) Limites Perploration (Argona) Limites Perploration (Argona) Limites Perploration (Argona) Limites Perploration (Argona) Limites Perploration (Argona) (Argona) Limites Perploration (Argona) Limites Perplor	Nigeria			BP Exploration (Nigeria) Limites	
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 Main of the parent of the pare	DUBING			Con Capitalian (Migeria Friedrice) Figures	
P Exploration (Alpha) Ltd BP Exploration (Alpha) Ltd BP Exploration (Argula) Limitex BP Exploration	Choland			AP Exploration (Nigeria Finance) I imiter	
Perploration (Appha) Ltd BP Exploration (Appha) Ltmitec BP Exploration (Appha) Ltmitec BP Exploration (Azerbal)an Itmitec BP Exploration (Azerbal)an Itmitec BP Exploration (Azerbal)an Itmitec BP Exploration (Azerbal)an Itmitec BP Exploration Beta Ltd Itmitec BP Exploration (Azerbal)an Itmitec Azerbal)an England			BP Exploration (Kangean) Limited		
Part Part				BP Exploration (Isle of Man) Limiter	
Perploration (Alpha) Ltd Perploration (Alpha) Ltd Perploration (Alpha) Ltd Perploration (Alpha) Ltd Perploration (Angola) Limitec Perploration (An	50.000%			In Salah Gas Services Limited	
Perploration (Alpha) Ltd Perploration (Alpha) Ltd Perploration (Alpha) Ltd Perploration (Alpha) Ltd Perploration (Are thairan) Limitex Perploration (Are thairan) Limitex Perploration (Are thairan) Limitex Perploration (Are thairan) Limitex Perploration (Caspian Sea) Limitex Perploration (Caspian Sea) Limitex Perploration (Caspian Pipeline Compan) Perploration Company (Colombia) Ltd P	%000.0C			iii odidii Gas Liililed	
Perploration (Alpha) Ltd Perploration (Alpha	50 000			In Salah Cas Limbor	
BP Exploration (Alpha) Ltd BP Exploration (Alpha) Ltd BP Exploration (Alpha) Ltd BP Exploration (Alpha) Ltd BP Exploration (Alpha) Ltd BP Exploration (Alpha) Ltd BP Exploration (Alpha) Ltd BP Exploration (Alpha) Ltd BP Exploration (Alpha) Ltd BP Exploration (Alpha) Ltd BP Exploration (Alpha) Ltd BP Exploration (Alpha) Ltd BP Exploration (Caspian Pipeline Compan) Azerbaijan International Operating Compan) Azerbaijan International Operating Compan) Azerbaijan International Operating Compan) BP Exploration Company (Colombia) Ltd	Conford			RP Exploration (in Salah) Limited	
Perploration (Alpha) Ltd Perploration (Alpha) Ltd Perploration (Alpha) Ltd Perploration (Alpha) Ltd Perploration (Argola) Limitec Perploration (Argola) Limitec Perploration (Argola) Limitec Perploration (Argola) Limitec Perploration (Argola) Limitec Perploration (Argola) Limitec Perploration (Argola) Limitec Perploration (Caspian Sea) Limitec Perplorati				BP Exploration (Far East) Limited	_
Perploration (Alpha) Ltd Perploration (Alpha	10.400%			Oleoducia de Colombia SA	
Page Page	20.000%			Fransgas de Occidente SA	
December Process Pro	0.500%			Tas Hairing C.A.	
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 M. Oirect Parent W. Group 1	0.5000			Cap Mahara CA	
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if	15 200%			Oleoducia Central SA	
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Oirect Parent % Group it	England			BP Colombia Pipelines Limited	
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if	England			BP Exploration Company (Colombia) Ltd	
Date Part	17.130%			oeogian ripeline compan	
Date Particular Particula	42.070.0			Occident international Operating Compa	
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if	40 6700			A zerballan Informational Operation Compa	
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 8 Direct Parent % Group if	England			BP Exploration (Caspian Sea) Limiter	_
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Oliver Parent % Group if	England		-	BP Exploration Beta Ltd	
0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if	England			Br Exploration (Azerbaijan) Limitex	
0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if BP Exploration (Alpha) Ltd	Olivia			Or Caprolation (Anglora) Chillians	
0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Olrect Parent	Liginiu			BD Evaluation (Appella) i incito	
0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if				BP Exploration (Alpha) I td	5
0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Oirect Parent	If not 100% not 100%				b x
	Direct Parent % Group if	13 14 1	_	3 4 5 6 7	L
					200

25.000%	25.000%	pany Limiter	Manchester Airport Storage & Hydrant Company Limiter
		Mec	Macrael miled
70.000%		ce Company Limiter	Charringtons Pension Plan Trustee Company Limited
			Charringtons Fuels Limited
			Border Gas Limited
			A. W. Saw Limited (In Liquidation)
П	70.000%	GUNBUVI	Ludgate Skty Nine Limited (see note 6
	+	niidalion	heathrow Hydrant Operating Company Limited (in life
10 000% England	10.000%		Heathrow Hydrant Company Limited
	+		Handygas Limited
	25,000,62		H & G Contracting Services Limited
25.000% Englan	+		Gatwick Refuelling Services Limitec
2.500% England	12.500%	pany Limited	Gatwick Airport Storage and Hydrant Company Limited
50.000% Englan			Equinox Retailing Limited
		THE PARTY OF THE P	Dorchester Oil Trading Company Limited
England		In Liquidation	Combined Oil Distributors Limited
ļ			Cellic Oil Sunnies Limited (In Liquidation)
50.000% England	50.000% 5		British Dinalina Agency Imited
England			BD Tribulancy indicate Limited
England			BD Oil I landay Affinary I mited
England			RP Oil Kent Befinery I imited (in) iguidation)
Scotland			BD Oil Grangemith Baffrey Limited
England			DD Finels Marketing Limited
England			BP UARCY Development Limited
1	+		BP & Saleway Partnership
50 000% England	25.000%		Aviation Fuel Services Limited
	+		Duckhams Olls Ventures Limited
Ireland			Duckhams Oils Ireland Limited
			Alexander Duckham & Co., Limited
50.000% England	50.000% 5		Advanced Road Maintenance Limited
England	+		RP Oil IX Limited
	+		Their subjective points Company Limited
	+		Thei Detroleum Dineline Company I imited
	+		Discharge Oile (Theiland) Collimited
50,000% Thailand	-		Chonburi Terminal I Invited
			BP-Metro Petroleum Company Ltd
69.510% Thailand	-		BP That Solar Corporation Ltd
_			RP Oil (Thailand) Limited
000%	1	Limbox	Routex RV
667% England	6 667% 6	Limitod	Dr Oll Heritatorial Littated
England	49.000%		BP Metro Petroleum Co Ltd
Theiland	10 0000		BP Maritime Services Limited
England			BP Marine Limited
England			BP Lubricants Trading Limited
England			BP Investment Management Limited
5.000% Inaliand	5.000%	Limited	Thai Lube Base Public Company Limited
	l	y Limited	Thai Petroleum Pipeline Company Limited
	H	nited	Duckhams Oils (Thailand) Co Limited
L	50.000% 5		Chonburi Terminal Limited
Thailand	51.000%	ā	BP-Metro Petroleum Company Ltd
69.510% Thailand	20.630% 69		BP Thai Solar Corporation Ltd
Thaik	H		BP Oil (Thailand) Limited
	if not 100%		
% Group if Country of	% Direct Parent %	8 9 10 11 12 13 14 15	1 2 3 4 5 6 7

		_		_				III, IIIIc.	IEAUIL IIIC.	720
4.900% USA-Dela	4.9							t, Inc.	ChemConnect, Inc.	737
								Caymans 97 Holdings Ltd.	Caymans 97	1735
England								ling Limited	Britannic Trac	1734
England					-			rgy Trading Limited	Britannic Ene	733
England						ξ.	Bristol Composite Materials Pension Trustees Limited (In Liquidation	site Materials Pension	Bristol Comp	1732
England								Limited	BP Venezuela Limited	1731
Indonesia								P.T. Jasalama Petroindo	, or	1730
England	10.		-		-			BP Tanker Company Limited	BP Tanker C	1729
25,000%	25.0			+			ce Company	PT Exor-1 Operation Service Company	Р	28
England							Allica Fillated	BP South Fast Asia (Trading) Limited	BP South Fa	1727
England							Man I haba	DD Color Each A		28
1	51.0						ndia Limited	Colar I mited	B	1725
69.510%	48.6			-			corporation Ltc	BY Inal Solar C		24
49.000%	49.0						sia Sdn Bhc	BP Solar Malaysia Sdn Bhc		3 2
							alia Pty Ltd	BP Solar Australia Pty Ltd		2
40.000% 40.000% Saudi Arabia	40.0						a Ltd	BP Solar Arabia Ltd		20
England								BP Solar Holdings Limited		1719
England								nternational Limited	BP Solar Inte	81/1
Scotland								BP Power Trading Limited		
							nipessoa	BP Enertica-Sociedade Unipessoa	- BF	16
	99.9						nta do Loureiro, S/	Sociedade Imobiliario Quinta do Loureiro,	So	10
49.000%	49.0							Amadeu Monjardino & Herdeiros, Ldi	An	4
32.000%	32.0						Gas-ACE	SIGAS-Armazenagem de Gas-ACE	is	13
2.000%	2.00						Cerámicas Estaco-Estatuária Artística de Coimbra, SA	ramicas Estaco-Estatua	Ce	12
25.000% Portugal	25.0						SABA- Sociedade Abastecedora de Aeronaves, Ld	BA- Sociedade Abaster	dS,	1711
10.000%	10.0					s, S	odutora e Distribuidora de Gá	urogás-Companhia Pro	Do	10
5.000% Portugal	5.00						a de Combustívels, S#	CLC-Companhia Logística de Combustiveis, S.	CL	8
99.600% Portugal	99.6				-	HS Ld	mercializacao de Combustivo	rdol - Sociedade de Co	Ca	1708
+	00.2		-	+	3	Unipessoal Limitad	BP Enértica - Distribuição de Combustiveis, Sociedade Unipessoal Limitada	Enértica - Distribuição	18	07
EU UDOS EU UDOS DOMINOS	200		1	+		I di	ares e I Hildades Domésticas	X 24-Frodutos Aliment	24	8
Panama								AS CALLED OF AIR OF	AP Portugue	05
Panama		-						Pan Marine Services CA	Dr r culaina	2 2
England								T CHINES	AD Panama	03
England	a company of the comp							reia Citiated	RD Oil Verson I miled	3
50.000% England	50.0						rimited	wymonunam Oil Storage Limited	RP Oil Vana	2 8
1.000%	1.0.						Storage Limited	ist Lundon Pipeline and	W.	38
27.330%	27.3		_				company Limited	Walton-Gatwick Pipeline Company Limited		90
7.690%	7.6						United Kingdom Petroleum Industry Association Limited	ited Kingdom Petroleun		900
18.500%	18.5						nes Limited	ited Kingdom Oil Pipelii		1696
England							mpany Limitec	The Power Petroleum Company Limited		95
		+	+	+			1 Co., Limited	e Dominion Motor Spirit	3	94
1	142						ny Limited	ansted Fuelling Compar	18	93
- 1		-					SM Realisations Limited (In Liquidation	SM Realisation		92
40.000% England		1	+				cottand imited	Shell and BP Scotland I mited		91
1				1	+		Medway Oil and Storage Company limiter	Medway Oil and		8
1	40.0						mited (in Liquidation)	BP Marketing I		89
10,000	100						5	Shell-Mey and B P I imited	200	88
Scotland			-	+			AH CHINICO	Scottish Oils I imited	200	87
10.000% England	10.0			+			orici	S & 1 D Boher on North Air	0 0	86
50.000%	50.0						Services Limited	roland Aviation Fueling		RAS
							The National Petroleum Company Limited	The National Pa		8
							y Limitex	itional Benzole Compan	200	2002
49.000% Engla	49.0						imitec	Mobil Europe Lubricants Limitec	-	381
	ifnot									ndex
ct Parent % Group if Country of	% Direc	15	13	~ ~	ਰ =	9	6	4	-	-
	_									>

France France France 12.000% France 12.000% France 9.000% France 10.000% France 10.000% France 25.000% France	9.520% 29.120% 29.120%	29 120%		_			-		- the state of the	The state of the s		
	9.520	600	+		T	-		-	Pays Monceau	Entrenot Petroller de Pays Monceau		
	9.55	9.020%					+		Binot Sur Agen	repot Petroller de		
		9.000%							Dio OAD	Entrepot Petroller de Dijor	7.2	
	29.11	29.110%							regionaux S /	repois Peroiers		
	10.02	10.030%	-						Nancy SAM	Entrepot Petroller de Nancy SARL		
	20.00	20.000%						-	Limoges S A H	repor Peroller de		
	20.05	%000.02	-						Chambery GIE	Entrepot Petroller de Chambery Git		
	49.00	49.000%						1	etililiais LLC	urates Peucleum	7 0	
	20.00	25,000,62	+						Tanada I C	Discans Gie		
	20.00	0.000	+						CORE OF	pot revoller de la	2 6	
	9.9	9,000							Correction	Depot Detroiter de la Carea et	200	†
	9	9 000%	+		-				CAR	not Petroller Cotte	200	
	12.00	16,000.0	+						AS ac	Commerce et Services SA	2 2	
	13 20	12000	1						1	Cia Bhanana da Bat	25	
	00.00	30,000	+	+					מס במ כומם כוד	RP Negoce	P	
France	22 22	2000	1					+	de la Crau GIE	Ckane Terminale	200	
France			+		T		+		+	RP avera SNC	B 0	1
	+		+	+						Floui Services	Bp	
France		50 000%	+	-						310		
France					1					Chemicals SNC	9P	
Belgium		2.890%								BP Capital N.V./S.A.	BP	
1	49.000%	49.000%								Arjobex SNC	An)	
	49.000%	49.000%								pryl SNC	Ap	
										Apex Ingeneric	Ap	
France		50.000%								C	310	
France	-	28,400%									DF France	
LUUU% Banrain	13.00	13.000%	-						any b.s.c	Balliam Aviauon Fuelling Company B.S.	Dali an Avia	
Engranz			-					_	2		Dr. Wildig Edst Filling	5
Medica											Medica Citation	000
Cilliana				-							D Malta I mitod	200
Legonio	T									-	BP I imited	B 5
Eiligiatio			+						-		esotho (Ph) I imite	85
Foreson	-		+		T						BP Korea I imited	R
England			1		1					rading Limited	Japan Trading Limit	BP
-					1			y (Limited	eral Oil Compan	ffin Light and Mine	Young's Para	
	52.630%	See Note 2								SOFAST Limited	SC	
England										tments Limited	Viceroy Inves	
Switzerland											UTA Tank A.G.	
England										Frouw Great Britain Limited	Trouw Great	
	50.000%							Company Limiter	troleum Suppty	The Consolidated Petroleum Supply Company Limiter		
	50.00								ā	ell Red Sea Limite	Sh	
00% England	50.000%								s Limited	Shell and BP Services Limited	Sh	
	50.000%							ಕ	a Trading Limit	ell and BP Red Se	Sh	
	50.000%								mpany Limitec	Price's Petroleum Company Limitec	Pri	
	50.00	50.000%							ompany Limited	ated Petroleum C	The Consolid	
Bernuda								Iquidation	ngs Limited (in t	nd Offshore Hold	Selfrust Seco	
Bermuda								3	ted (in Liquidation	Seitrust Offshore Holdings Limited (in Liquidation	Seitrust Offsi	
L									idation)	st Limited (In Liqu	Selection Tru	
,	50.000%	50.000%								ma Coal	PI Kalim Pn	
	0.623%	0.623%								m Limited	Oneswoop.com Limited	
									_	ct.com Inc.	OceanConne	
İ	50.000%	50.000%								roleum SA	Nigermed Petroleum SA	
			-				-		(in Liquidation	led	isolidi ilibili	
England									36	International Card Centre Limited	international	
	54.438%	54.438%								irani Limitec	Hemel Hesaurant Limited	
l	28.00	28.000%								Greenmountain.com Company	Greenmount	
L	49.000%	49.000%							rutership	Appryl occurring (Partiership	2	
England									miex	Grangeriouii Polypropylene Limie	CHARLE	
	00110	<u>\$7001 1017 II</u>								Dakinandana	Constant	+
oup ii Country of	ii duoin %	% Direct Parent	ŭ	4	12		4	, a	0		2	-
	Т	W Discot Boson	'n			•			מ	•	3	1
											eve !	EVE

Companies Comp	_					_						_				
Section Processor Section Se			49 000%	49 000%		1		1	-	1			Yanlar Ortaklir	Mobil Maden		
Adalbing SJ		Turkey	25.000%	25.000%								Limited Sirket	iama Hizmetei	Ambarli Dep		
Section Processor Proces		Turkey							+					BP Petrolleri A.S.	В	
Maithing 33 Maithing 13		England								ō	Limited in August 200	ed: BP Pensions	imited (Renam	Pensions Services	8	
Maillings System System		England										ř	roperties Limit	Ropemaker I		
Mailliment Maretle Provence Git 1		USA-Delaware		-								Properties Inc	sbury Colorado			
Maillings Size Committee City Committee		USA-Delaware						_			_		perties inc	Hinsbury Pro		1
All provinciant St.		Cildiana								-			THIE	i cilaidi i luacea L		7
Natible Personal Systems Systems		England						Ī						Donnier Triplese	0	-7
Note Parent Par		England						+						Namibia imiled		_
1 1 1 1 1 1 1 1 1 1		Namibia									-) Limited	P Namibia (Proprietar	<u> </u>	
10 11 12 13 14 15	-	France		And the same and t				_					TUNE TO BOTH			т-
10 11 12 13 14 15		Taloc		10.0000							i de	no no for no re	Porton Proposition	19	+	-,-
10		France		10 5000							100	I oh ren oh en	adaga ganlani	2		
10 11 12 13 14 15		France		5.000%			_				nance S/	nerale de Mainte	Soc Ge			
10 11 12 13 14 15		France	0.010%	0.010%								iette Lavera	SCI Ag			
10 11 12 13 14 15		France		%.nc1.1							dies et Aerodronies	Sab are large	Hand			
10		Taloc		1 .000			1						00000		-	
100 11 12 13 14 15		France		20002					1			AS all I	Pilodo			
100 111 12 13 14 15 % Unecl Palenti % Group iii Bol 100% 25.960% 25.960% 50.000% 49.000% 49.000% 49.000% 25.0000% 25.000% 25.0000% 25.0000% 25.000% 25.000% 25.000% 25.0000% 25.000% 25.000% 2		France	0.010%	0.010%								tion Politiera Sc	Distribu			
100 11 12 13 14 15 % Unecl Palenti % Group iii		France		8.160%							olier SA	ir Auxillaire Petr	Compto			
110 117 12 13 14 15 % Uneet Parent W. Group if M. Linest Parent W. Linest Parent W. Li	_	France		0.020%			_					it Christophe	Cergy :			
110 117 12 13 14 15 % Unterl Parent W. Group II III III III III III III III III II		France												<u>v</u>		
110 117 12 13 14 15 % Unterl Parent W Group if Edology 22,960% 22,960% 22,960% 22,960% 22,960% 22,960% 22,960% 23,930% 30,930% 30,930%		rance											28.2	90		
100 111 12 113 14 15 2000000 1100000000000000000000000000		rialice		99.000%				-				2	Cigle deligit	36		
100 117 12 13 14 15 % Unect Palent % Group in the final 100% 22.960% 22.960% 22.960% 22.960% 22.960% 22.960% 22.960% 22.960% 22.960% 22.960% 22.960% 20.000% 2	+	Linno	1	00 5000			1		+			A Composition	Cipto Cortand C	0		
100 117 12 13 14 15 % Unect Palent % Group in find 100% 22.960% 22.960% 22.960% 22.960% 22.960% 22.960% 22.960% 23.900% 33.90% 33.90% 33.90% 25.000% 12.500% 12.500% 12.500% 12.500% 25.0000% 25.0000% 25.0000% 25.0000% 25.000% 25.000% 25.000% 25.000% 25.000% 25.000% 25.0000% 25.0		France	-)	80 000%					+		i A	FIT Dunkernue S	c Raffinane RP	.S.		
110 117 12 13 14 15 % Unect Patent % Group in the Lines of the Lines o		France		12.160%						ır-Mer S/	auldes de Bouloane s	Combustibles Li	c Maritime des	Sc		
100 111 12 13 14 15 % Unect Palent % Group in finel 190% 22.960% 22.960% 22.960% 22.960% 22.960% 22.960% 22.960% 22.960% 22.960% 20.000% 33.300% 33.300% 33.300% 33.300% 25.000% 12.500% 11.100% 11.110% 11.110% 33.30% 30.000% 20.000		France		15.400%							roduit Petrollers Si	Manutention de F	c Havriase de l	80		
100 111 12 13 14 15 % Unect Patent % Group in the Lines of the Lines o		Figure		%,000.c2						U.V.O	Bidges (accessory)	Ciocyale Ciecio	c Flancaise de	200		
B 9 10 11 12 13 14 15 % Unect Parent % Group if Bit 100 111 102% 22.960% 22.960% 22.960% 22.960% 22.960% 22.960% 22.960% 22.960% 22.960% 22.960% 23.93		Tropped Troppe	1	35 0000			-			2	Signary (OFFICE)	Charles Cook	Connain da	0,		
B 9 10 11 12 13 14 15 % Lirect Patent W Group if 101 100 101 100 101 100 101 100 101 100 101 100		France	ļ	3 560%			-					id Europeen SA	c du Pipeline S	Sc	_	
B 9 10 11 12 13 14 15 % Uncel Patent W Group if C 17 16 10 10 17 12 13 14 15 % Uncel Patent W Group if C 17 16 11 10 10 10 16 16 16 16 16 16 16 16 16 16 16 16 16	_	France		12.170%		-				_	hone S/	Mediterranee-F	c du Pipe-Lines	Sc		
B 9 10 11 12 13 14 15 % Linect Hatent W Group if 101 100 101 100 101 100 101 100 101 100 101 100		rance		12.400%							DAG:	Pinonepac an a	C des l'ibe-lile	0		
Part of the state		i mioc	Ì	0.000	1							Ca Circle ball	o do dangon	2 9		
B 9 10 11 12 13 14 15 % Uncel Patent W Group ii M 110 107 ii M 110 107 ii M 110 107 ii M 110 107 ii M 110 107 ii M 110 107 ii M 110 107 ii M 12 1360% 22.960% 22.960% 22.960% 22.960% 22.960% 43.000% 43.000% 33.330%		France		700cc 3		1	+		†	10000	lines O	atrollor nor Dino	do transport	0		
A Discription A Discri		France	- }	19 890%						GFOSFI I SN	le sel de Manosque	seologique dans	c de Stockage	S		_
Note Petrolier Provenceux S		France		16.660%							s Aviation SA (SMCA	on de Carburant	c de Manutenti	SC	_	
Old Petroller Provenceux SJ 14 15 15 16 100 10		United Arab Emirates		49.000%								ervices Co. LLC	arjah Aviation S	S		-
Social Petroller Provence Social Petroller So		riation	L									WOLL DISTIL	A des rejeivis	9		+
Solution Solution	-	Telloc										Apus Blanc	dan Balarina	2 5		
		France					-						Ì	S		_
		France		6.610%							ite	Stocks de Secu	de Gestion de	S/		_
Numer Parent % Group 10 11 12 13 14 15		France	L	33.330%			_					Bourg S/	mnerie de Strai	1		+
Troiler Provenceaux SJ 10 11 12 13 14 15 10 10 10 10 10 10 10		1 101/00	L	00.000									601111111111111111111111111111111111111	3 (-
Itolier Provenceaux S/ 10 11 12 13 14 15		Crance		200000		1						+	Ochimie SA	9		
Troiler Provenceaux SJ 10 11 12 13 14 15 10 10 10 10 10 10 10		France		20.000%									eade S.A.	<u> </u>		_
Signature Sign		France		50.000%									phtachimae SA	2		
Numer Parent % Group if		Dubay	1	29.300%							-	anus Company i	nois East Lubh	3		
No. 11 12 13 14 15 Numer Parent % Group it % Group			L	0.140.0									1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
		Franco	1	0 1400									ariacea SCI	Σ.		
Note Note		France											erfuel SN SNC	_		
		France		11.110%			_				nnevieres GIE	pot Recept. Che	ptd'Expl. du De	G		_
10 11 12 13 14 15 16 10 10 10 10 10 10 10		France		33.330%					_		Vice Cote d'Azur Git	L'Avitaillement I	oupement Pour	G		•
10 11 12 13 14 15 16 100 16 101 100 16 101 100 16 101 100 101 100 101 100 101 100 101 100 101 100 101 100 101 100 101 100 10		rializa	ļ	33.330 8	_			-			ig circ	vici do choston	Anheritain Leni		-	•
10 11 12 13 14 15 16 10 10 10 10 10 10 10	+	Tomas de la companya	ı	200000					1		2000	line do Olimpia	Ollpamont Date	2	-	_
10 11 12 13 14 15 % Unect Patent % Group III		France	İ	3000 OC							re des Com	lier de Saint Pie	oupement Petro	[G]		
Petrolier Provenceux SJ 10 11 12 13 14 15 Wurect Parint Not Uncert Provenceux SJ Petrolier Provenceux SJ Petrolier Provenceux SJ Petrolier Provenceux SJ Petrolier Provenceux SJ Petrolier Provenceux SJ Petrolier P		France		18.000%			_	_			s Valenci	ilier de Portes le	oupement Petro			-
Petrolier Provenceux S7 Petrolier Provenceux		France		12.500%								Diller Perollel	unit manadro	ç		-
Petrolier Provence Gif 9 10 11 12 13 14 15 "Mulect Pearl II" (100 pil 100 pil		Figure	1	0,000.62			-					THE CLEAN	On Delivering Value			-
Net Avigaillement Marssille Provence Gif Net Avigaillement Marssillement		Conco		25 0000		1	1						or parmont Avila	2		-
Petrolier Provenceux SJ 10 11 12 13 14 15 Wheet Parent Coupling Provenceux SJ 22.960% France Hadithys SJ 22.960% France France Hadithys SJ 22.960% France France Hadithys SJ 22.960% France France Hadithys SJ 22.960% France France Hadithys SJ 22.960% France Hadithys		France	-	700E							e Provence GIF	llement Marseil	oupement Avita	G.		_
A D D D D D D D D D		France		70.000%									JCEP	ଦ୍ର		_
Numer Perent Nume		France		49.000%					_				/CEL	G		⊢
4 5 6 7 8 9 10 11 12 13 14 15		France		20.000%									AC OTEX	9		+
1		Tallo		20000									CA CO	0 (-
4 5 6 7 8 9 10 11 12 13 14 15 % Uriect Parent % Group if 17 18 19 10 10 10 10 10 10 10		France											SNO SNO	2		-
1		France	1									/S.S/	eraert et Matth	<u>o</u>		_
4 5 16 / 18 9 10 11 12 13 14 15 % Direct Parent % Group if	_	France	_	22.960%					_			r Provencaux S/	trepous Petrolie			-
4 5 6 / 8 9 10 11 12 13 14 15 % Unest Parent % Group if		incorporation	001 100%	11 001 100%										1		+-
	-	Country of	9 01000	o Client Latelli			5	12		0			-			-
	+	Country of	0 0 0 1	or Direct Descript	ĥ		3	\$		5	7		<u> </u>	3	0	_
	_		_												C	
		_			_	-		_				_	_	_	Ì	į

	7,900% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000%			Burman Endeavour Limited Burman Enterprise Limited Burmah Vessel Operations Limited	
Proceedings Procedings Proceedings Proceedings Proceedings Procedings Proceedings Procedings Proceedings Procedings Procedings Procedings Procedings Procedings Procedings Proceding	7,900% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000%			Burman Endeavour Limited	
Color Colo	7,900% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000%				-
Color Calaba Feriol Union South Vication Initiated Status 10 to 10	7,900% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000%		_	Menehall investments Limitec	
Part Part	7,900% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000%			s Holdings Limited	Pipe
Description Part	7,900% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000%			leum Supplies and Services (Bermuda) Limited	Petro
Particular Particul United States S	7,900% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000% 96,000%			Burmah Vessel Operations Limited	
Principal Part United Stant Stan	7.900% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000%			Burmah Enterprise Limited	
Properties Pro	7,900% 96,000% 96,000% 96,000% 96,000% 96,000%			Burmah Endeavour Limited	
Properties United Prop	7.900% 96.000% 96.000% 96.000% 96.000% 96.000%			thall investments Limitec	Men
Color Colo	7.900% 96.000% 96.000% 96.000% 96.000%			an Or lankers Limited	IIII
Properties Limited	7.900% 96.000% 96.000% 96.000%			all Overseas Fulluity Lynner	
Common C	7.900% 96.000% 96.000%	The state of the s		or cliston lineace Chimical	D. C.
Properties United Service Vocation Limited Service Vocation Limited Service Vocation Properties United Service Vocation Properties Properties Properties United Service Vocation Properties P	7.900% 96.000%			Denoise Tribles (miles) Lillings	Kora
Politic Patric Unition Stavita Vonetin Limited States Properties Limited Politic Patric Work Politic Patric	7.900%			ah Castrol Canital / Jarsay) I imitad	Run
Facility Period Unatherl Service Veneral Inches Facility Period Unatherl Service Veneral Inches Facility Period Unatherl Service Veneral Inches Facility Period Veneral Inches Facility Period Veneral Inches Facility Period Veneral Inches Facility Period Veneral Inches Facility Period Veneral Inches Facility Period Veneral Inches Facility Period Veneral Inches Facility Period Veneral Inches Facility Period Veneral Inches Facility Ve	7.900%			DÍC .	Burmah Castro
Patrick Period Unatherl Service Vonceion Unatherl Service Vonceion Unatherl Service Vonceion Unatherl Service Vonceion Unatherl Service Vonceion Unatherl Service Vonceion Unatherl Service Vonceion Unatherl Service Vonceion Unatherl Service Vonceion Unatherl Service Vonceion Unatherl Service Vonceion Unatherl Service Vonceion Unatherl Service Vonceion Unatherl Service Vonceion	7.900%				Britoil plc
Polymer Poly	England England England			ling Depots, Limited (In Liquidation	The British Coa
Politic Petrol Unutient Service Yomelin Limited Stiffed	England England England			ning Limited	BP Turkey Refi
Patrick Pend United Service Content United Siries Properties England			ited	BP Trading Lin	
Politic Patro Unutual Stands Vonetin United States Properties Properties Propertie	Owener			ervices Limited	BP Technical S
Properties United Properties United States Properties United States Properties United States Properties United States Properties United States Properties United States Properties United States Properties United States Properties United States Properties United States Properties United States Properties United States Properties United States Properties United States Properties United States Properties United States Properties United States Properties United States Properties United States Properties Properties United States Properties Pr	Chocon			monmedel AB	Br u
Properties United Prop	Change			Terracato AD	
Properties Pro	Charles			hamicals AB	200
Particle Particle				hemicals (Norden) AR	ВРС
Participation Participatio	33.330%			GFO AB	
Project Tarik Parter Unumber Service Vernetim Limited Sirker Service Vernetim Limited Sirker Service Vernetim Limited Sirker Service Vernetim Limited Sirker Service Vernetim Limited Sirker Service Vernetim Limited Sirker Service Vernetim Limited Service Vernetim Limited Service Vernetim Limited Service Vernetim Limited Service Vernetim Limited Service Vernetim Limited Service Vernetim Limited Service Vernetim Limited Service Vernetim Limited Service Vernetim Limited Service Vernetim Limited Service Vernetim Limited Service Vernetim Servic	33.330%			AFCO AB	
Projection Patrick Patrick Potential United Street Potential Service Yourself United Street Potential Service Potential Service Potential Service Potential Service Potential Service Potential Service Potential Service Potential Service Potential Service Potential Service Potential Service Potential Service Potential Service Potential Service Potential Institution Potential Service Potential Institution Potential In	Sweden			P Sweden AB	Air B
Properties United Properties United United United United United United United United United United United United United United United United United United United	Sweden				BP Sweden AB
Prince Properties Prince Properties Prince Properties Prince				Pty) Limited	BP Swaziland (
Part Part	50.000%			Inyokeni Nominees (Pty) Limitec	
Paritic Petrol Utunieri Servis Vonetini Limited Properties Limited	50.000%			and BP South African Petroleum Refineries (Pty) Ltr	Shel
Teknik Petrol Unraheri Servis Vonetim Limited Sirket BP Properties Limited BP Properties Limited BP Properties Limited BP Properties Limited BP Properties Limited BP Properties Limited BP Properties Limited BP Shipping Limited BP Shipping Limited BP Shipping Limited BP Shipping Limited BP Shipping Limited BP Shipping Limited BP Shipping Limited BP Shipping Limited BP Shipping Limited BP Shipping Services Petrol Limited BP Shipping Services Petrol Limited BP Shipping Services Petrol Limited BP Shipping Services Petrol Limited BP Shipping Services Petrol Limited BP Shipping Services Petrol Limited BP Shipping Services Petrol Limited BP Shipping Services Petrol Limited BP Shipping Services Petrol Limited BP Shipping Services Petrol Limited BP Shipping Services Petrol Limited BP Shipping Services Petrol Limited BP Shipping Services Petrol Limited BP Shipping Services Petrol Limited BP Shipping Services Petrol Limited BP Shipping Services Petrol Limited BP Shipping Services Scrippany Petrol Limited BP Shipping Services Scrippany Petrol Limited BP Shipping Services Scrippany Petrol Limited BP Shipping Services Scrippany Petrol Limited BP Shipping Services Scrippany Petrol Limited BP Shipping Services Scrippany Petrol Limited BP Shipping Services Scrippany Petrol Limited BP Shipping Services Scrippany Petrol Limited BP Shipping Services Scrippany Petrol Limited BP Shipping Services Scrippany Petrol Limited BP Shipping Services Scrippany Petrol Limited BP Shipping Services Scrippany Petrol Limited BP Shipping Services Scrippany Petrol Limited BP Shipping Services Scrippany Petrol Limited BP Shipping Services Scrippany Petrol Limited BP Shipping Services Scrippany Petrol Limited BP Shipping Services Scrippany Petrol Limited BP Shipping Services Scrippany Petrol Limited Shipping Services Scrippany Petrol Limited Shipping Services Scrippany Petrol Limited Shipping Services Scrippany Petrol Limited Shipping Service	South Africa			* Holdings (Pty) Ltd	Mya
Part Part	South Africa			rt City Investments (Pty) Ltd	Gilbe
Property Part Par	South Africa			shore Nominees (Pty) Limiter	Fore
Particle Particle	South Africa			hibault Nominees (Pty) Ltd	BPT
Part Part	South Africa			entre Nominees (Pty) Ltd	BPC
Part Part	50.000%			or (Pty) Limited	Blen
Teknik Petrol Ununieri Servis Vonetim Limited Sirket Filipat				rica (Proprietary) Limitec	BP Southern A
Teknik Patrol Urunleri Service Yonetim Limited Sirket Filteri Urunleri Service Yonetim Limited Sirket Filteri Urunleri Service Yonetim Limited Sirket Filteri Urunleri Service Faceni Filteri Urunleri Service Faceni Filteri Filtri Filteri Filteri Filteri Filteri Filteri Filteri Filteri Filteri Filteri Filteri Filteri Filteri Filtri Filteri Filtri Filteri Filteri Filteri Filteri Filteri Filteri Filteri Filteri Filteri Filteri Filteri Filteri Filtri Filteri Filtri Filteri Filteri Filteri Filteri Filteri Filteri Filteri Filteri Filteri Filteri Filteri Filteri Filtri Filteri Filteri Filteri Filteri Filteri Filteri Filteri Filteri Filteri Filteri Filteri Filteri Filteri Filteri Filteri Filteri Filt				Paging Limited	DE Soul West
Teknik Petrol Urunlert Servis Vonetim Limited Sirket 12 13 14 15 % Direct Parent % Group if 1	England			Dock Cilleton	DE Count East
Part Part	8,070,01			Asia I mater	RP South East
Deciding Parent	400000			Portogramos Company Do 144	Tank
Teknik Petrol Urunleri Servis Vonetim Limited Fetrol Urunleri Servis Fetrol Ur	30.00%			mont Services Did 14	STA
Teknik Petrol Urunleri Servis Vonetim Limited Sirket 12 13 14 15 15 16 17 18 18 19 10 11 12 13 14 15 17 19 19 19 19 19 19 19	10.000%			Coa i response i le Limiter	0.00
Properties Limited Felroi Urunieri Servis Vonetim Limited Sirket 12 13 14 15 15 100% 11 12 13 14 15 15 100% 11 12 13 14 15 15 100%	2000			Asia Desponso Dia Limita	Dag
Teknik Petrol Urunleri Servis Vonetim Limited Sirket	70,000.01			Similar Jerykes (Fie) Larrier	
Teknik Petrol Urunleri Servis Vonetim Limited Sirket 12 13 14 15 W. Direct Parent W. Group if Inc. 1000% Inc. 1000% Inc. 1000% Inc. 1000% Inc. Inc	%00C.21			igranipor cruei nyurani mstalialion rie Lic	Cla
Declaration Parent Paren	2,000%			vealles Cas Tac Lu	
Teknik Petrol Urunleri Servis Vonetim Limited Sirket	54 0000			Comer Carlos La Laniker	000
Company Christophi Company Christophi Christoph	Oligapore			anoni Gircano De Linio	000
2 3 4 5 6 7 8 9 10 11 12 13 14 15 15 16 100%	Singapore			Side Fracting Ties Little	
2 3 4 5 6 7 8 9 10 11 12 13 14 15 10 10 10 10 10 10	Singapore				andabilio do
Description Parent Description Descr	33.330%			Sedo Lin	DD Cinconcia
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 8 9 10 11 12 13 14 15 8 9 10 10 10 10 10 10 10				inpeare Son Bno	07
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 8 Direct Parent % Group ii 1 1 1 1 1 1 1 1 1	England			nied	BP Snipping Li
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 8 Direct Parent % Group if	England			pany Limited	BP Quest Com
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 8 9 10 10 10 10 10 10 10	England			imited	BP Properties
0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if				IN Petrol Ordineri Servis Yoneum Limited Sirket	D D D D D D D D D D D D D D D D D D D
0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if	not 100%				-
	Direct Parent % Group if	13 14	9 10 11	4	-
					ALM MAIN

Section Sect	Chem-Trend A/S Chem-Trend (Sverige) AR Chem-Trend Comercial S.A. De C.V Chem-Trend Industria Inc. eCis Chem-Trend Industria Inc. eCis Chem-Trend Industria Inc. eCis Chem-Trend Industria Inc. eCis Chem-Trend Industria Inc. eCis Chem-Trend Korea Limitec Chem-Trend Korea Limitec Chem-Trend Ventures Inc. Lubecon Systems, Inc. Lubecon Systems Inc. Castrol Industria Inc. eCis Lubecon Systems GmbH Turmolube L.L.C. Castrol Heavy Dufy Lubricants Inc. Dryden Oil Company, Inc. Burmah Castol Hoddings Inc. Paragon Wax Refining Company Dussek Campbell Inc. Burmah Tad'inical Services, Inc. BAF Fund Corporation BAF Fund Corporation BOFH Inc. BPD Inc. BPD Inc. Burmah Oal (Louislana) Inc. Burmah Oal (Louislana) Inc. Burmah Oal (Louislana) Inc. Burmah Oal (Louislana) Inc. Burmah Oal (Louislana) Inc. Burmah Oal (Louislana) Inc. Burmah Oal (Louislana) Inc.
96.000% 96.000%	Chem-Trend A/S Chem-Trend (Sverige) AR Chem-Trend Comercial S.A. De C.V. Chem-Trend Industria inc. Class Chem-Trend Industria inc. Class Chem-Trend Industria inc. Class Chem-Trend Industria inc. Class Chem-Trend Industria inc. Class Chem-Trend Korea Limitec Chem-Trend Korea Limitec Chem-Trend Ventures inc. Chem-Trend Ventures inc. Chem-Trend Ventures inc. Chem-Trend Ventures inc. Chem-Trend Ventures inc. Chem-Trend Ventures inc. Chem-Trend Ventures inc. Chem-Trend Ventures inc. Chem-Trend Ventures inc. Chem-Trend Ventures inc. Chem-Trend Ventures inc. Chem-Trend Ventures inc. Chem-Trend Ventures inc. Chem-Trend Ventures inc. Chem-Trend Industria inc. Chem-Trend Ventures inc. Castrol Heavy Duty Lubricanis Inc. Dividen Oil Company, Inc. Burmah Technical Services, Inc. Burmah Technical Services, Inc. Burmah Castrol Chemicals Inc. Burmah Castrol Chemicals Inc. Burmah Castrol Chemicals Inc. Burmah Castrol Chemicals Inc. Burmah Castrol Chemicals Inc. Burmah Castrol Chemicals Inc. Burmah Castrol Chemicals Inc.
96.000% 96.000%	Chem-Trend A/S Chem-Trend (Sverige) AR Chem-Trend Chem-Trend (France) SARI Chem-Trend De Mexico S.A. De C.V Chem-Trend Industria inc. eCia Chem-Trend Industria inc. eCia Chem-Trend Industria inc. eCia Chem-Trend Industria inc. eCia Chem-Trend Korea Limitec Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Lubecon Systems GmbH Turnolube L. I. C. Castrol Heavy Duy Lubricanis inc. Diyden Oil Componation Gental Corporation Paragon Was Refining Company Dussek Campbell inc. Burnah Tachical Services, inc. Sericol, Inc. Burnah Technical Services, inc. Ber Inc. Ber Inc. Ber Inc. Ber Inc. Ber Inc. Ber Inc. Ber Inc. Ber Inc. Ber Inc. Ber Inc. Burnah Castrol Chemicals inc
96.000% 96.000%	Chem-Trend A/S Chem-Trend (Sverige) AR Chem-Trend (Chem-Trend (France) SARI Chem-Trend Comercial S.A. De C.V Chem-Trend De Mexico S.A. De C.V Chem-Trend Industria inc. eCis Chem-Trend Industria inc. eCis Chem-Trend Industria inc. eCis Chem-Trend Industria inc. eCis Chem-Trend Industria inc. eCis Chem-Trend Korea Limitec Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Corporation Chem-Trend Ventures inc Coastol Heavy Duty Lubricants inc Dyden Oil Company, Inc. Burmah Castol Holdings inc Paragon Wax Refining Company Dussek Campbell Inc. Burmah Technical Services, Inc. Bafe Fund Corporation BOFH Inc. Burgas inc. BPD Inc. Brown Services, Inc. Brown Services, Inc. Brown B
96.000% 96.000%	Chem-Trend A/S Chem-Trend (Sverige) AR Chem-Trend Comercial S.A. De C.V Chem-Trend Comercial S.A. De C.V Chem-Trend Industria inc. eCis Chem-Trend Industria inc. eCis Chem-Trend Industria inc. eCis Chem-Trend Industria inc. eCis Chem-Trend Industria inc. eCis Chem-Trend Korea Limitec Chem-Trend Korea Limitec Chem-Trend Ventures inc. Chem-Trend Ventures inc. Chem-Trend Ventures inc. Castrol Industrial North America, inc. Lubecon Systems, inc. Lubecon Systems GmbH Turmolube L.L.C. Castrol Heavy Duy Lubricants Inc. Dryden Oil Company, inc. Burmah Technical Services, inc. Dussek Campbell inc. Dussek Campbell inc. Sericol, Inc. BAE Fund Corporation BAF Fund Corporation BOFH Inc. BPD Inc. Burgas inc. Burgas inc. Burgas inc. Burgas inc. Burgas inc. Burgas inc. Burgas inc. Burgas inc. Burgas inc.
96.000% 96.000%	Chem-Trend A/S Chem-Trend (Sverige) AR Chem-Trend (Chem-Trend (France) SARI Chem-Trend Comercial S.A. De C.V Chem-Trend De Moxico S.A. De C.V Chem-Trend Industria inc. eCia Chem-Trend Industria inc. eCia Chem-Trend Industria inc. eCia Chem-Trend Industria inc. eCia Chem-Trend Korea Limitec Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Industria inc. Chem-Trend Industria inc. Chem-Trend Industria inc. Chem-Trend Industria inc. Chem-Trend Industria inc. Chem-Trend Industria inc. Chem-Trend Industria inc. Chem-Trend Industria inc. Chem-Trend Industria inc. Chem-Trend Industria inc. Chem-Trend Industria inc. Chem-Trend Industria inc. eCia Chem-Trend Industria inc. eCia Chem-Trend Industria inc. eCia Chem-Trend Industria inc. eCia Chem-Trend Corporation Chem-Trend Chem-Trend Corporation Chem-Trend Chem-Trend Chem-Trend Chem-Trend Chem-Trend Chem-Trend Chem-Tre
96.000% 96.000%	Chem-Trend A/S Chem-Trend (Sverige) AR Chem-Trend (Chem-Trend (France) SARI Chem-Trend Comercial S.A. De C.V Chem-Trend Industria inc. eCs Chem-Trend Industria inc. eCs Chem-Trend Industria inc. eCs Chem-Trend Industria inc. eCs Chem-Trend Industria inc. eCs Chem-Trend Industria inc. eCs Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Industria inc. Chem-Trend Industria Composition Chem-Trend Industria Composition Chem-Trend Industria Chem-Trend Industria Composition Chem-Trend Industria Composition Chem-Trend Industria Composition Chem-Trend Industria Composition Chem-Trend Industria Che
96.000% 96.000%	Chem-Trend A/S Chem-Trend (Sverige) AR Chem-Trend Comerated S.A. De C.V Chem-Trend Industria inc. CD Chem-Trend Industria inc. CD Chem-Trend Industria inc. CD Chem-Trend Industria inc. CD Chem-Trend Industria inc. CD Chem-Trend Korea Limitec Chem-Trend Ventures inc. Chem-Trend Ventures inc. Chem-Trend Ventures inc. Castrol Industria North America, inc. Lubecon Systems, inc. Lubecon Systems GmbH Turmolube L1. C. Castrol Heavy Duty Lubricanis Inc. Diyden Oil Company, Inc. Burmah Technical Services, Inc. Burmah Technical Services, Inc. Sericol, Inc. Burmah Technical Services, Inc. Burmah Technical Services, Inc. Burmah Technical Services, Inc. Bafe Fund Corporation
96.000% 96.000%	Chem-Trend A/S Chem-Trend (Sverige) AR Chem-Trend Chem-Trend (France) SARI Chem-Trend Chem-Trend (France) SARI Chem-Trend Chem-Trend De Roxico S.A. De C.V Chem-Trend Industria inc. eCis Chem-Trend Industria inc. eCis Chem-Trend Industria inc. eCis Chem-Trend Korea Limitec Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc. Lubecon Systems, inc. Lubecon Systems, inc. Lubecon Systems SmbH Turnolube L.I. C. Castrol Heavy Duy, Lubricants inc. Castrol Heavy Duy, Lubricants inc. Dryden Oil Company, Inc. Burnah Castol Holdings inamy, Inc. Burnah Castol Holdings Inc. Paragon Was Refiniling Company Dussek Campbell inc. Burnah Technical Services, inc. Sericol, Inc. Sericol, Inc. U.Y. Systems, Inc.
96.000% 96.000%	Chem-Trend A/S Chem-Trend (Sverige) AR Chem-Trend (Chem-Trend (France) SARI Chem-Trend Comercial S.A. De C.V Chem-Trend Industria inc Chem-Trend Industria inc Chem-Trend Industria inc Chem-Trend Industria inc Chem-Trend Industria inc Chem-Trend Korea Limitec Chem-Trend Korea Limitec Chem-Trend Ventures inc Chem-Trend Ventures inc Chem-Trend Ventures inc Lubecon Systems, inc. Lubecon Canada, Limitec Lubecon Canada, Limitec Lubecon Systems, inc. Castrol Heavy Duty Lubricanis Inc Dyden Oil Company, Inc. Burmah Castrol Holdings Inc Remet Corporation ONDB7, Inc Dussek Campbell Inc. Burmah Technical Services, Inc. Sericol, Inc. Sericol, Inc. Sericol, Inc.
96.000% 96.000%	Chem-Trend A/S Chem-Trend (Sverige) AR Chem-Trend Comercial S.A. De C.V Chem-Trend To Mexico S.A. De C.V Chem-Trend Industria Inc. Claim Chem-Trend Industria Inc. Claim Chem-Trend Industria Inc. Claim Chem-Trend Industria Inc. Claim Chem-Trend Korea Limitec Chem-Trend Korea Limitec Chem-Trend Ventures Inc. Chem-Trend Ventures Inc. Chem-Trend Ventures Inc. Castrol Industrial North America, Inc. Lubecon Systems, Inc. Lubecon Systems, Inc. Castrol Heavy Duty Lubricanis Inc. Dryden Oil Company, Inc. Burmah Tedinics Company Paragon Wax Refining Company Dussek Campbell Inc. Burmah Tedinical Services, Inc.
96.000% 96.000%	Chem-Trend A/S Chem-Trend (Sverige) AR Chem-Trend (Chem-Trend (France) SARI Chem-Trend Comercial S.A. De C.V Chem-Trend De Mexico S.A. De C.V Chem-Trend Industria inc. eCis Chem-Trend Industria inc. eCis Chem-Trend Industria inc. eCis Chem-Trend Industria inc. eCis Chem-Trend Industria inc. eCis Chem-Trend Industria inc. Chem-Trend Ventures inc Chem-Trend Industria inc. Lubecon Systems GmbH I urmolube L.C. Castrol Heavy Duly Lubricanis inc. Diyden Oil Company, Inc. Burnat Castrol Hodigings Inc OMB87, Inc OMB87, Inc Paragon Was Refining Company Dussek Campbell Inc.
96.000% 96.000%	Chem-Trend A/S Chem-Trend (Sverige) AR Chem-Trend Comercial S.A. De C.V Chem-Trend De Mexico S.A. De C.V Chem-Trend Industria Inc. eC Chem-Trend Industria Inc. eC Chem-Trend Informational Comporation Chem-Trend Informational Comporation Chem-Trend Korea Limitec Chem-Trend Ventures Inc. Chem-Trend Ventures Inc. Clubecon Systems, Inc. Lubecon Canada, Limitec Lubecon Systems GmbH Castrol Heavy Dury Lubricanis Inc. Lubrecon Systems GmbH Castrol Heavy Dury Lubricanis Inc. Burmah Castrol Holdings Inc. Burmah Castrol Holdings Inc. Paragon Wax Refining Company Paragon Wax Refining Company
96.000% 96.000%	Chem-Trend A/S Chem-Trend (Sverige) AR Chem-Trend Comercial S.A. De C.V. Chem-Trend Comercial S.A. De C.V. Chem-Trend Industria inc. cCs Chem-Trend Industria inc. cCs Chem-Trend Industria inc. cCs Chem-Trend Industria inc. cCs Chem-Trend Industria inc. cCs Chem-Trend Rorea Limitec Chem-Trend Korea Limitec Chem-Trend Ventures inc. Chem-Trend Ventures inc. Chem-Trend Ventures inc. Lubecon Systems, Inc. Lubecon Systems, Inc. Lubecon Systems GmbH Castrol Heavy Duty Lubricanis Inc. Dryden Oil Company, Inc. Burmat Corporatior OMD87, Inc.
96.000% 96.000%	Chem-Trend A/S Chem-Trend (Sverige) AR Chem-Trend Chem-Trend (France) SARI Chem-Trend Comercial S.A. De C.V. Chem-Trend De Mexico S.A. De C.V. Chem-Trend Industria Inc. Chem-Trend Industria Inc. Chem-Trend Industria Inc. Chem-Trend Industria Inc. Chem-Trend Industria Inc. Chem-Trend Industria Inc. Chem-Trend North America Inc. Chem-Trend Ventures Inc. Chem-Trend Ventures Inc. Chem-Trend Ventures Inc. Chem-Trend Ventures Inc. Chem-Trend Ventures Inc. Chem-Trend Ventures Inc. Chem-Trend Ventures Inc. Chem-Trend Ventures Inc. Chem-Trend Ventures Inc. Lubecon Systems GmbH Turnolube L.I. C. Castrol Heavy Duly Lubricants Inc. Dryden Oil Company, Inc. Burnah Castol Hoddings Inc. Remet Corporation
96.000% 96.000%	Chem-Trend A/S Chem-Trend (Sverige) AR Chem-Trend Comercial S.A. De C.V Chem-Trend De Mexico S.A. De C.V Chem-Trend Industria Inc. c.Clar Chem-Trend Industria Inc. c.Clar Chem-Trend Industria Inc. c.Clar Chem-Trend Industria Inc. c.Clar Chem-Trend Industria Inc. c.Clar Chem-Trend Korea Limitec Chem-Trend Ventures Inc. Chem-Trend Ventures Inc. Lubecon Systems, Inc. Lubecon Canada, Limitec Lubecon Systems GmbH Castrol Heavy Duly Lubricanis Inc. Lubracon Systems Inc. Lubracon Systems Company, Inc. Castrol Heavy Duly Lubricanis Inc. Lubracon Systems Company, Inc. Burmah Castrol Holdings Inc.
96.000% 96.000%	Chem-Trend A/S Chem-Trend (Sverige) AR Chem-Trend Comercial S.A. De C.V Chem-Trend Comercial S.A. De C.V Chem-Trend Industria Inc. Chem-Trend Industria Inc. Chem-Trend Industria Inc. Chem-Trend Industria Inc. Chem-Trend Industria Inc. Chem-Trend Industria Inc. Chem-Trend Korea Limitec Chem-Trend Korea Limitec Chem-Trend Ventures Inc. Chem-Trend Ventures Inc. Clastrol Industrial North America Inc. Lubecon Systems, Inc. Lubecon Systems GmbH Turnolube L.L.C. Castrol Heavy Duty Lubricanis Inc. Chem-Trend Ventures Inc. Lubricanis Inc. Chem-Trend Ventures Inc. Castrol Industrial North Member 1 Lubricanis Inc. Castrol Heavy Duty Lubricanis Inc. Diyden Oil Company, Inc.
96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000%	Chem-Trend A/S Chem-Trend (Sverige) AR Chem-Trend (Chem-Trend (France) SARI Chem-Trend Comercial S.A. De C.V. Chem-Trend De Mexico S.A. De C.V. Chem-Trend Industria Inc. eCis Chem-Trend Industria Inc. eCis Chem-Trend Industria Inc. eCis Chem-Trend International Corporation Chem-Trend Ventures Inc. Chem-Trend Ventures Inc. Chem-Trend Ventures Inc. Chem-Trend Ventures Inc. Chem-Trend Ventures Inc. Chem-Trend Ventures Inc. Chem-Trend Ventures Inc. Chem-Trend Ventures Inc. Chem-Trend Ventures Inc. Chem-Trend Ventures Inc. Chem-Trend Ventures Inc. Chem-Trend Ventures Inc. Chem-Trend Ventures Inc. Chem-Trend Ventures Inc. Chem-Trend Ventures Inc. Chem-Trend Ventures Inc. Chem-Trend Ventures Inc. Chem-Trend Ventures Inc. Chem-Trend Ventures Inc. Chem-Trend Comparison Chem-Trend Comparison Chem-Trend Comparison Chem-Trend Comparison Chem-Trend Comparison Chem-Trend Comparison Chem-Trend Comparison Chem-Trend Comparison Chem-Trend Comparison Chem-Trend Comparison Chem-Trend Industria Inc. Chem-Trend Comparison Chem-Trend Comp
96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000%	Chem-Trend A/S Chem-Trend (Sverige) AR Chem-Trend Comercial S.A. De C.V. Chem-Trend De Mexico S.A. De C.V. Chem-Trend Industria inc. Chem-Trend Industria inc. Chem-Trend Inframational Comporatio Chem-Trend Korea Limitec Chem-Trend Ventures inc. Chem-Trend Ventures inc. Clubecon Systems, inc. Lubecon Systems, Inc. Lubecon Systems GmbH Turmolube L.C.
96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000%	Chem-Trend A/S Chem-Trend (Sverige) AR Chem-Trend Comercial S.A. De C.V. Chem-Trend To Me Maxico S.A. De C.V. Chem-Trend Industria inc. Chem-Trend Industria inc. Chem-Trend Industria inc. Chem-Trend Industria inc. Chem-Trend Nermanical Corporatio Chem-Trend Ventures inc. Chem-Trend Ventures inc. Castrol Industrial North America, inc. Lubecon Systems, inc. Lubecon Systems, inc. Lubecon Systems GmbH
96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000%	Chem-Trend A/S Chem-Trend (Sverige) AP Chem-Trend (France) SA/RI Chem-Trend Comercial S A, De C.V. Chem-Trend De Mexico S A, De C.V. Chem-Trend Industria Inc. eCis Chem-Trend Industria Inc. eCis Chem-Trend International Corporation Chem-Trend International Corporation Chem-Trend Ventures Inc. Chem-Trend Ventures Inc. Castrol Industrial North Arrentos Inc. Lubecon Systems, Inc. Lubecon Systems, Inc.
96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000%	Chem-Trend A/S Chem-Trend (Sverige) AR Chem-Trend Comercial S.A. De C.V Chem-Trend De Mexico S.A. De C.V Chem-Trend Industria inc Chem-Trend Industria inc Chem-Trend Industria inc Chem-Trend Industria inc Chem-Trend Korea Limitec Chem-Trend Ventures inc Cham-Trend Ventures inc Castrol Industria Inc. Clastrol Industria Inc. Chem-Trend Ventures inc Clastrol Nystems, Inc.
96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000%	Chem-Trend ASS Chem-Trend (Sverige) AE Chem-Trend (France) SAFU Chem-Trend Comercial S.A. De C.V. Chem-Trend De Mexico S.A. De C.V. Chem-Trend Industria Inc. Chem-Trend Industria Inc. Chem-Trend Industria Inc. eCis Chem-Trend International Corporation Chem-Trend Korea Limitec Chem-Trend Korea Limitec Chem-Trend Korea Limitec Chem-Trend Korea Limitec Chem-Trend Korea Limitec Chem-Trend Korea Limitec Chem-Trend Korea Limitec Chem-Trend Korea Limitec
96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000%	Chem-Trend A/S Chem-Trend (Sverige) AP Chem-Trend (France) SARI Chem-Trend Connerdal S.A. De C.V. Chem-Trend De Mexico S.A. De C.V. Chem-Trend Industria Inc. Chem-Trend Industria Inc. eCis Chem-Trend International Corporation Chem-Trend International Corporation Chem-Trend Ventures Inc. Chem-Trend Ventures Inc.
96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000%	Chem-Trend A/S Chem-Trend (Sverige) AR Chem-Trend (France) SARI Chem-Trend Comercial S.A. De C.V. Chem-Trend Industria inc. cl. Chem-Trend Industria inc. cl. Chem-Trend Industria inc. cl. Chem-Trend Industria inc. cl. Chem-Trend Comporatio
96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000%	Chem-Trend A/S Chem-Trend (Sverige) AB Chem-Trend (France) SA/R Chem-Trend Comercial S.A. De C.V. Chem-Trend De Mexico S.A. De C.V. Chem-Trend Industria inc Chem-Trend Industria inc Chem-Trend Industria inc Chem-Trend Industria inc Chem-Trend Industria inc Chem-Trend Industria inc
96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000%	Chem-Trend A/S Chem-Trend (Sverige) AB Chem-Trend (France) SARI Chem-Trend Connerdal S.A. De C.V. Chem-Trend De Mexico S.A. De C.V. Chem-Trend Industria inc. eCia
96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000%	Chem-Trend A/S Chem-Trend (Sverige) AR Chem-Trend (France) SA/R Chem-Trend Comercial S.A. De C.V. Chem-Trend Industria Inc. Chem-Trend Industria Inc.
96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000%	Chem-Trend A/S Chem-Trend (Sverige) AB Chem-Trend (France) SAF1 Chem-Trend Comercial S.A. De C.V Chem-Trend De Mexico S.A. De C.V
96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000%	Chem-Trend A/S Chem-Trend (Sverige) AB Chem-Trend (France) SAF4 Chem-Trend Comercial S.A. De C.V
	Chem-Trend (Sverige) AE Chem-Trend (France) SARI
	ᇙ
	Chem-Trend A/S
	Chem-Trend Inc.
	Castrol North America Inc.
	Petrowaxes Limitec Petrowaxes Limitec
	O.M.D.C. Limited
	Motor Accessories Manufacturers Association Limite
	Morris Rubber Industries Limitec
	Manchester Oil Refinery (Holdings) Limiter
	Lobitos Oilfields Limited
	J.H.C. Realisations Limited
ge now England	Halmanco Limited
ı	Castrol Europe Limited
	G.C. Wakefield & Company I miled
PHIPPELLS & COLORS	Bladie Holding Imited a Dissipating Company of Hule Linkies
SULUUM SOLUUM ENGIAND	Durani Casuui Tueis Liinteu
96.000%	Dumikin Oli investment Holdings Limited
96.000% Scotland	ine burman Cili Company (Overseas) Limitex
	Burman Castrol Germany Holdings Limited
<u></u>	The Burmah Oil Company (Pakistan Trading) Limited
	Burmah Castrol B.V.
	Burmah Castrol Finance PLC
_	Burmah Oil Indonesia Limited
96.000% Berm	Burmah Oil (Bermuda) Limited
if not 100% not 100% li	
12 13 14 15 % Direct Parent % Group if Country of	2 3 4 5 6 7 8 9 10 11
	Level

2028	2026	2025	2024	2023	2022	2021	2020	2019	200	2016	2017	2016	2015	2014	2013	2012	2010	2010	2002	2000	7007	2000	2002	2007	2002	2003	2002	2001	2000	RAGIL	9661	1997	1007	1000	1005	1994	1993	1992	1991	1990	6861	1900	1000	1987	1986	1985	1984	1983	2861	1901	1991		1980	1979	1978 1979 1980	1977 1978 1979 1980	1976 1977 1978 1979 1980	1976 1977 1977 1978 1979	1974 1975 1976 1977 1977 1978 1978	1974 1975 1976 1976 1977 1978	1974 1974 1975 1976 1977 1977 1978 1980	1972 1973 1974 1974 1975 1976 1977 1978 1978	1972 1973 1974 1975 1976 1976 1977 1977 1977 1977 1977 1977			1971 1971 1972 1973 1974 1975 1976 1977 1977 1978
																																																				_										Cullian	Burmah C	ummah C	1 2 Burmah C	urmah C
Fosioc	-	Fosroc			Serico										Senco	Jordan	Fosfoc	JANO!	2000	+osroc	+osroc	expandite inc. (USA)	Expan	Julian Caston	Casto C	Camp	DTSP	Knowle	Spectr	Hoad I	Hemer	Foseco	Dusse	CIET	2	August	Bright	Expan	Dusse	Bondin	Adsol	Adnes	Casio	Castro	Ruma			Kerax	Major	Duting	Director	Fostor	Pusse		Apex 5	Apex 9	Castro Castro Apex 5	Castro Castro Apex S	Castro Castro Castro Castro Apex 6	Castro Castro Castro Castro Castro	Castro Castro Castro Castro Castro Castro Castro Apex 6	Burmah Casto Trading Limited App Chemicals Limite Casto Industrial Limite Castol Marine Limite Castol Commercial L Castol Consumer Lin Castol Consumer Lin Apex Service Statlons	Burmah Castrol Holdings Limited Burmah Castrol Tradin App Chemic Castrol Indu Castrol Indu Castrol Mari Castrol Con Castrol Con Appex Service	stol Holdings Li Burmah Castol T App Cl Castro Castro Castro Castro Castro	3 4 astrol Holdings Li Burmah Castrol Castro Castro Castro Castro Castro Castro	ah Co
Fosroc Guangzhou Limitec	Expandite-In	Hong Kong Lim	Stellaria Pro	Reprochem	Sericol Limited	Sericol S.R.O	S	Sericol China	7 de logiae	Oction India	Spring India	Sericol Esna	Sericol A.G.	Sericol (Hon	International Lir	Jordanian British Construction Chemicals Co. Limited	Fosfoc Nominees Limited	SKSF IA LIMITED	Fosroc Ksan	Fosioc Poland SP 2.0.0.	Sdn. Bhd	ille inc. (USA)	lite (Canada) Li	THE MEDICAL CHILLE	homicale Limite	Camphell Technical Waxes I imited	DTS Photoset Limited	Knowledge.Com Limited	Pension Truste	research Limited	Hemet (UK) Limited	Sieel (UK) Lim	Dussek Campbell (Cables) Limited	LEIG (ON) LIII	Top Citations Carried	Ann Chemic	Brightyear Imited	Expandite Contract Services Limited	Dussek Brothers Limited	Bonding Systems Limited	Adsol Limited	Adhesive Solutions Limited	Casuoi Clistiole Little	Office Lines	Ruman Castrol Filels I imited	Kerax I imited	Kerax Trading Limited	Kerax Holdings Limited	Major & Company Limited	Castol Corpor	Control Compa	miled	(Campbell Limi		ervice Stations	Consumer Limi ervice Stations	Castrol Commercial Limited Castrol Consumer Limited Apex Service Stations Limitec	Castrol Marine Limited Castrol Commercial Limited Castrol Consumer Limited Castrol Consumer Limited Apex Service Stations Limit	Castrol Industrial Limite Castrol Marine Limitec Castrol Commercial Lin Castrol Consumer Limit Castrol Consumer Limit Castrol Consumer Stations	App Chemicals Limited Castrol Industrial Limited Castrol Marine Limitec Castrol Commercial Limite Castrol Consumer Limite Castrol Consumer Limite Apex Service Stations Lir	Assor I rading Limited App Chemicals Limited Castrol Industrial Limite Castrol Marine Limite Castrol Commercial Lin Castrol Commercial Lin Castrol Consumer Limite Castrol Consumer Limite Apex Service Stations I	rading Limited rading Limited limited limited limited limited limited. Marine Limited Commercial Limited limit	mited rading Limited lemicals Limited lindustrial Limite Marine Limitec Commercial Lir Consumer Limite ervice Stations	rited rading Limited lemicals Limited lindustrial Limite Marine Limitec Consumercial Lin Consumer Limitec lemice Stations	mited rading Limited lemicals Limited Industrial Limited Industrial Limited Commercial Limited Commercial Limited Consumer Consumer Consum	mited rading Limited lemicals Limited Industrial Limite Industrial Limite Consumer Clini Consumer Li
nelling Limited	terswiss Limite	ited	Stellaria Property Company Limiter	imited			ericol (Nanjing)	a Limited	0.0	In HADIO) CHIMI	(Private) i mit	na S A		g Kong) Limite	nitec	ruction Chemic			FF				Januar		2000	axes imited		<u>~</u>	e Limiter			Ted	es) Limited	led.	CHINICA CHI	ale limited		vices Limited	Ö	2		Hed		LHIGO	miled	2	o Limited		ed	die Selvices L	oto Condonal		ed	Limited		ēd	nited led	nited led	nited led	ed Nited	ad nited	ad Miled	ad Miled	ad Niled	ad niled led	7 ad nited lited
	C		Limitec				Co. Limited			52	8			_		Zais Co. Limit								-	-												+													III CX		-		_											σ	ω
										-	1					, X		-							1																					1																			9 10	
																																																																	=	
														_																-																+						-				_									12	12
																																		-		+															+	-				_									3	13
				_			_						_						-				-											-																															14 15	
																																						-			_				-						-				_											
95.000%																80.000%			70.000%	-	%000.0V														10.000,0	76 000e								00.000	50 000%															24.00%	24.00%	24.00%	24.00%	lf not	% Direct Parent if not 100% 24.00%	Direc
91.200%	96.000%	96.000%	96.000%	96.000%	96.000%	96.000%	96.000%	96.000%	90,000	00.000	96000%	96.000%	96.000%	96.000%	96,000%	/6.600%	90.000%	90,000%	67.200%	90.000%	67.200%	96.000%	90.000%	90.000	20000	96.000%	96.000%	96.000%	96.000%	96.000%	96.000%	90.00%	96,000%	90.000	20000	96 0009	%000 36	96.000%	96.000%	96.000%	96.000%	96.000%	96,000%	00.000	96,000%	%000 36	96.000%	96.000%	96.000%	90.000%	00.000	96 000%	96.000%	96.000%	80.000%	2	96.000%	96.000%	96.000% 96.000%							
China	Hong Kong	Hong Kong	England	England	England	Czech Republic	China	England	Clarica	Delend	India	Spain	Switzerland	Hong Kong	England	Jordon	England	England	Poland	Polatio	Malaysia	USA	Callada	Cardin	England	England	England	England	England	England	England	England	England	Chigianu	Calcad	Findand	England	England	England	England	England	England	England	The state of the s	Fooland	England	England	England	England	OCCUPATION	Day and	Fnoland	England	England	England		England	England	England England	England England England	England England England England	England England England England England England England	England England England England England England England England	England England England England England England England England England	County of Incorporation England Englan	County of Incorporation England Englan
1																								-					_	-												-	1	-				-																		
								-									-																																																	
																									-																																									
											-																				THE REAL PROPERTY AND ADDRESS OF																																			

96.000% Ireland 96.000% Ireland	Halfords Limited Veedol International Limited Veedol International Limited Veedol International Limited Castrol Castrol Spana S.A. Castrol Chile S.A. Castrol Chile S.A. Castrol Argentina S.A. Castrol Argentina S.A. Castrol Argentina S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Enzilla Limitada Castrol Portugeas Limitada Castrol Portugeas Limitada Castrol Control al Limitada Castrol Control al Limitada Castrol Control al Limitada Castrol Control al Limitada Castrol Control al Limitada Castrol Control al Limitada Castrol Control al Limitada Castrol Control al Limitada Castrol Control al Limitada Castrol Control al Limitada Castrol Control al Limitada Castrol Control al Limitada Castrol Control al Limitada Castrol Control al Limitada Castrol Control al Limitada Castrol Control al Limitada Castrol Control Control Control Control Control Control Control Control Control Control Control Control Castrol Contr	2060 2061 2063 2063 2064 2066 2066 2069 2070 2071 2072 2072 2072 2077 2077 2077
96.000% 96.000%	Halfords Limited Veedol International Limited Veedol International Limited Veedol International Limited Castrol Chile S.A. Castrol Chile S.A. Castrol Chile S.A. Castrol Agentha S.A. Castrol Agentha S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Castrol Coloraba Castrol Coloraba	
96.000% 96.000%	Halfords Limited Veedol International Limitex Castrol Chies A. Castrol Chie S.A. Castrol Chie S.A. Castrol Agentha S.A. Castrol Agentha S.A. Castrol Agentha S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Castro	
96.000% 96.000%	Halfords United Veedol International Limited Castrol Castrol Espana S.A. Castrol Chile S.A. Castrol Argentha S.A. Castrol Argentha S.A. Castrol Argentha S.A. Castrol Brazilia Limitada Sociedade Geistora De Parpicipacoes Socials, Limitada Sociedade Geistora De Parpicipacoes Socials, Limitada Sociedade Geistora Comercio e Gestrol Portugea Limitada Santamaro, Limitada Santamaro, Limitada Limitada Santamaro, Limitada Santamaro, Limitada Santamaro, Limitada Santamaro, Limitada Santamaro, Limitada Santamaro, Limitada Santamaro, Limitada Castrol Colombia Limitada Petromarine Productis Limitada Castrol Colombia Limitada Castrol Colombia Limitada Castrol Colombia Limitada Castrol Colombia Limitada Castrol China Investments Limitada Castrol China Investments Limitada Castrol (China) Limitada Castrol Trading (Shanghi) Company Limitec Castrol Trading (Shanghi) Company Limitec Castrol K. Fosco Japan Limitad	
96.000% 96.000%	Halfords Limited Veedol International Limitex Castrol Chile S.A. Castrol Chile S.A. Castrol Chile S.A. Castrol Chile S.A. Castrol Agentha S.A. Castrol Agentha S.A. Castrol Agentha S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Castrol Coloraba Castrol Colo	
96.000% 96.000%	Halfords Limited Veedol International Limitex Castrol Charle S.A. Castrol Chile S.A. Castrol Chile S.A. Castrol Halfords Castrol Agentha S.A. Castrol Agentha S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Castrol Fazilla Limitada Castrol Fazilla Limitada Castrol Colorada Castrol China Investments Limited Castrol China Investments Limited Castrol China Investments Limited Castrol China Investments Limited Castrol China Investments Limited Castrol Trading (Suangzhou) Limited Ca	
96.000% 96.000%	Halfords Limited Halfords Limited Veedol International Limited Veedol International Limited Castrol Castrol Spana S.A. Castrol Chile S.A. Castrol Chile S.A. Castrol Argentina S.A. Castrol Argentina S.A. Castrol Argentina S.A. Castrol Argentina S.A. Castrol Del Peru S.A. Castrol Brazilia Limitada Castrol Fortugesa Limitada Castrol Fortugesa Limitada Castrol Fortugesa Limitada Castrol Fortugesa Limitada Castrol Conmital Limitada Castrol Control a Limitada Castrol Control a Comercio e Gestao de Frotas, Limitada Castrol Control a Comercio e Gestao de Frotas, Limitada Castrol Control a Castrol Control a Castrol Control a Castrol Control a Castrol Control a Castrol Control a Castrol Control a Castrol Control Company Limitec Castrol Control Company Limitec Castrol Control Control Company Limitec Castrol Cont	
96.000% 96.000%	Halfords Limited Veedol International Limited Veedol International Limited Veedol International Limited Castrol Chile S.A. Castrol Chile S.A. Castrol Chile S.A. Castrol Agentha S.A. Castrol Def Peru S.A. Castrol Def Peru S.A. Castrol Def Peru S.A. Castrol Def Peru S.A. Castrol Def Peru S.A. Castrol Def Peru S.A. Castrol Def Peru S.A. Castrol Def Peru S.A. Castrol Def Peru S.A. Castrol Castrol Control Def Peru S.A. Castrol Castrol Control Def Peru S.A. Castrol Castrol Control Def Peru S.A. Castrol Control Def Peru S.A. Castrol Control Def Peru S.A. Castrol Control Def Peru S.A. Castrol Control Def Peru S.A. Castrol Control Def Peru S.A. Castrol Control Def Peru S.A. Castrol Control Control Def Peru S.A. Castrol Contro	
96.000% 96.000%	Halfords Umited Veedol International Umites Castrol Chaine S.A. Castrol Chile S.A. Castrol Chile S.A. Castrol Agentha S.A. Castrol Agentha S.A. Castrol Agentha S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Castrol Enzilla Umitada Castrol Chile Sociedade Gestora De Parpicipacoes Socials, Umitada Sociedade Gestora De Parpicipacoes Socials, Umitada Sociedade Gestora Del Parpicipacoes Socials, Umitada Sociedade Gestora Del Parpicipacoes Socials, Umitada Sociedade Gestora Umitada Sociedade Gestora Umitada Sociedade Gestora Umitada Sociedade Gestora Umitada Veedol Uubificantes Umitada Petromarine Products Umitada Petromarine Products Umited Petromar	
96.000% 96.000%	s Limited all Timited Espana S.A. Fespana S.A. S.A. S.A. S.A. S.A. S.A. Salandaria Service Socials, Limitada Portugesa Ilmitada Sano, Limitada Librificantes Limitada Librificantes Limitada Librificantes Limitada Limitad	
96.000% 96.000%	s Limited all Limited Espana S.A. Hile S.A. S.A. S.A. Portugese Limitade a De Parpicipacoses Socials, Limitade Tomariande Limitade Santamaro, Limitade ario,	
96.000% 96.000%	s Limited a U l'imiter Espana S.A. Hile S.A. S.A. S.A. Portugesa Limitada Portugesa Limitada I Bantamaro, Limitada I Santamaro, Limitada I Santamaro de Frotas, Limitada Lubrificantes Limitada Lubrificantes Limitada Ga - Comerdo e Gestao de Frotas, Limitadi Ga - Comerdo e Gestao de Frotas, Limitadi Ga - Comerdo e Gestao de Frotas, Limitadi Ga - Comerdo e Gestao de Frotas, Limitadi Ga - Comerdo e Gestao de Frotas, Limitadi Ga - Comerdo e Gestao de Frotas, Limitadi Ga - Comerdo e Gestao de Frotas, Limitadi Ga - Comerdo e Gestao de Frotas, Limitadi Ga - Comerdo e Gestao de Frotas, Limitadi Ga - Comerdo e Gestao de Frotas, Limitadi Ga - Comerdo e Gestao de Frotas, Limitadi L	
96.000% 96.000%	s Limited all Timited Espana S.A. File S.A. S.A. S.A. S.A. S.A. S.A. S.A. S.A.	
96.000% 96.000%	s Limited alla Timite Espana S.A. File S.A. S.A. S.A. Portuges Limitade a De Parpicipacoses Socials, Limitade [Santamaro, Limitade at Inmitade] [Santamaro, Limitade] [Santamaro	
96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 41.000% 41.000% 41.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000%	s Limited al Limited Espana S.A. Espana S.A. Fille S.A. S.A. Jeia C.A Jeia C.A Jeia C.A Jeia C.A Jeia C.A Jeia C.A Jeia C.A Jeia C.A Jeia C.A Jeia C.A Jeia C.A Jeia C.A Jeia C.A Jeia C.A Jeia C.A Jeia Cornerdo e Gestao de Frolas, Limitade Jeia C.	
96.000% 96.000%	s Limited al Timited Espana S.A. Espana S.A. S.A. S.A. Portugesa Implade Portugesa Implade Portugesa Implade Portugesa Implade Portugesa Implade Ano, Limitada Ano, Limitada Limiteda Implada Ga- Comercio e Gestao de Frolas, ucis Limiteda	
96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 48.000% 47.112% 47.112%	s Limited Limited Espana S.A. Illia S.A. Illia S.A. Illia S.A. S.A. S.A. Portugesa Limitade Illiade Santamaro, Ilmitada Limitada Limitada imitada Jeno Limitada Limitada Jeno Limitada Limitada Jeno Limitada Limitada Limitada Jeno Limitada Limitada Limitada Jeno Limitada Limitada Limitada Jeno Limitada	
96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 41.966% 47.712%	Halfords Limited Veedol International Limited Veedol International Limited Veedol International Limited Veedol International Limited Castrol Espana S.A. Castrol Chile S.A. Castrol Mina S.A. Castrol Argentina S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Brazilia Limitada Castrol Brazilia Limitada Castrol Portugeas Castrol Portugeas Castrol Portugeas Castrol Portugeas Castrol Portugeas Castrol Portugeas Castrol Portugeas Castrol Portugeas Castrol Portugeas Castrol Portugeas Castrol Portugeas Castrol Portugeas Castrol Portugeas	
96.000% 96.000%	Halfords Limited Veedol International Limites Veedol International Limites Castrol Chile S.A. Castrol Chile S.A. Castrol Chile S.A. Castrol Agentina S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Brazilla Limitada Castrol Brazilla Limitada Castrol Brazilla Limitada Castrol Portugesa Castrol Portugesa Castrol Portugesa Castrol	
96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000%	Halfords Umited Vecdol International Umited Vecdol International Umites Castrol Castrol Espana S.A. Castrol Chile S.A. Castrol Agentha S.A. Castrol Agentha S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol del Venezueta C.A. Castrol Bezilla Umitada Castrol Bezilla Umitada Sociedade Gestora De Parpicipacoes Socials, Umitada Castrol Fortugeas Umitada Castrol Bezilla Umit	
96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000%	Halfords Limited Veedol International Limited Veedol International Limited Veedol International Limited Veedol International Limited Castrol Espana S.A. Castrol Chile S.A. Castrol Argentina S.A. Castrol Argentina S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Del Peru S.A. Castrol Brazilia Limitada Castrol Brazilia Limitada Castrol Castrol Fortugeas Limitada Castrol Fortugeas L	
96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000%	Veedol International Limited Veedol International Limites Castro I Chile S.A. Castro I Chile S.A. Castro I Chile S.A. Castro I Pru S.A. Castro I Del Peru S.A. Castro I Del Peru S.A. Castro I Del Peru S.A. Castro I Brazilla Limitade Sociedade Sestora De Parpicipacoes Socials, Limitadé	
96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000%	Veedol inlernational Limites Veedol inlernational Limites Castrol Chile S.A. Castrol Chile S.A. Castrol Agentha S.A. Castrol Agentha S.A. Castrol Del Peru S.A. Castrol Ber Venezuela C.A Castrol Brazilla Limitade	
	Halfords Limited Veedol International Limited Veedol International Limited Veedol International Limited Castro I España S.A. Castro I España S.A. Castro I Major	
	Halfords Umited Vecdol International Umitex Castrol Espana S.A. Castrol Grille S.A. Castrol Argentina S.A. Castrol Argentina S.A. Castrol Argentina S.A. Castrol Del Peru S.A. Castr	
	Veedol inlernational Limites Veedol inchrational Limites Castrol Espana S.A. Castrol Chile S.A. I Tribol Chile S.A. Castrol Agentha S.A. Castrol Agentha S.A.	
	Vesdol International Limited Vesdol International Limites Castrol Espana S.A. Castrol Chile S.A. Tribol Chile S.A. Castrol Acceptage S.A.	
	Halfords Limited Veedol International Limited (Castrol Espana S.A. Castrol Chile S.A. Castrol Chile S.A.	_
	Halfords Limited Veedol International Limites Castrol España S.A. Castrol España	
	Halfords Limited Veedol International Limites Castrol E-sona S A Castrol E-sona S A	
	Halfords Limited Veedol International Limites	
111111	Halfords Limited	
11111		
1 1 1	Veedol (Ireland) Limitec	
1	Fostoc Limited	
11		
1	Burmah Castrol (Ireland) Pension Trust Limitex	
1	Castrol (Ireland) Limitec	
	Chem-Trend (Shanghi) Trading Co Limited	
	Chem-Trend China Investments Limits	
	Castrol Overseas Securities Limiter	
90,000% Englatio	Castrol Overseas investments Limiter	
SOUND'S ENGINE	Castrol Overseas Equities Limites	
	Castoi Overseas nomines timies	
1	Casta Outropa Maninopa India	
	EDG (n)	
-	EGB SAD I imbal	
ı	Castrol (U.K.) Umited	
	The Knowladge Business com Limitec	
96.000% Scotland	Company Net Limited	
	Castrol Limited Castrol Limited	Cast
1	Ekochem S.A.	
L	Heax Industria E Comercio Limitade	
OG OCOO DIANI	roseco Comerco E Faurabacoes Eminado	
OS DODOS DISCH	Croxo Comercial Exportagora Linvago	
20000	TOSKE HAUSSIGE CONTRICTOR LITTING	
1	FUNCTION INTERIOR LINEAUS	
OF OUDS	I OSCO Relietation C.A.	
1	Econor (inarant) timico	
96.000%	Fostoc (Thelland) imited	
55.00% 52.800% China	Shanghal Fosroc Expandite Construction & Engineering Products Company Limite	
001 100%		
it % Group if	4 5 6 7 8 9 10 11 12 13 14 15	0 1 2 3
2		EXE.

Castrol Middle East Limited Castrol India Limited Castrol (Talwan) Limited Castrol (Talwan) Limited Castrol (Talwan) Limited Castrol (Talwan) Limited Castrol Valbram Limited Castrol Zimbabawe (Private) Limitec Castrol Zimbabawe (Private) Limitec Castrol Zimbabawe (Private) Limitec Castrol Canada Inc. Veedol (Canada) Limitec Castrol Ass Veedol (Canada) Limitec Castrol Ass Fosco Ass Castrol N.V. Castrol Morwegian Concrete Technologies A.S. Castrol N.V. Castrol Helias S.A. Castrol Helias S.A. Castrol Holdrag Sanayi Ve Ticarel A.S. Castrol Holdrag Sanayi Ve Ticarel A.S. Castrol Morwegian Concrete Technologies A.S. Castrol Morwegian Concrete Technologies A.S. Castrol Holdrag Sanayi Ve Ticarel A.S. Castrol Holdrag Sanayi Ve Ticarel A.S. Castrol Morwegian Concrete Technologies A.S. Castrol Holdrag Sanayi Ve Ticarel A.S. PT Castrol Cayton (Private) Limited Castrol Cayton (Private) Limited Castrol Cayton (Private) Limited Castrol Holding B.V. Foseco Holding B.V. Castrol Holding B.V. Castrol Holding B.V. Castrol Holding B.V. Castrol Holding B.V. Castrol Marine Oils (Opprus) Limitec Foseco Holding B.V. F	Caylon (Private) Limited SA de CV Mexico S.A. de CV Mexico S.A. de CV Mexico S.A. de CV Castrol Nederland B.V Castrol Nederland B.V Colon Aardoliprodukten Onderneming B.V Proseco Holding B.V Castrol B.V Castrol Recarrin Benelux B.V Foseco Holding B.V Castrol B.V Castrol Recarrin Benelux B.V Castrol Recarrin Benelux B.V Castrol Recarrin Benelux B.V Castrol Recarrin Benelux B.V Castrol Recarrin Benelux B.V Castrol Recarrin Benelux B.V Castrol Recarrin Benelux B.V Castrol Recarrin Benelux B.V Castrol Recarrin Benelux B.V Castrol Recarrin Benelux B.V Castrol Recarrin B.V Castrol Recarrin B.V Castrol Recarrin B.V Castrol Recarrin B.V Castrol Recarrin B.V Castrol Recarrin B.V Castrol Recarrin B.V Castrol Recarrin B.V Castrol Recarrin B.V Foseco Austria GmbH Foseco Austria GmbH Foseco Korea Limited Foseco Korea Limited Foseco Recarrin B.V Foseco Recarrin B.V Foseco Recarrin B.V Foseco Recarrin B.V Foseco S.A	760.50 760.50	2111 2112 2113 2116 2116 2116 2118 2118 2112 2122 2122
Control March Control Contro	Caylon (Private) Limited SA de CV SA de CV Holding International B.V. Castro Nederland B.V. Castro Nederland B.V. Fosen CA Fosen CA Castro Holding B.V. Castro Holding B.V. Castro Holding B.V. Fose Cholding B.V. Castro Holding B.V. Fose Castro Marine Oils (Opprus) Limited Fose Castro Marine Oils (Opprus) Limited Fose Chorae Limited Fose Conditional B.V. Fose Chorae Limited Fose Conditional B.V. Fose Chorae Limited Fose Conditional Produtos Para Fundicao Limitad Fose Benetux B.V. Fosro Esco Benetux B.V. PI Fosro Esco Indonesia	70.000 C	21112 2113 2113 2114 2116 2116 2118 2118 2119 2122 2123 2128 2128 2139 2139 2139 2139 2139 2139 2139 2139
Control Cont	Caylon (Private) Limited SA de CV SA de CV Edition SA. de CV Recaling International B.V. Castrol Nederland B.V. Cloin Aardoliprodukten Onderneming B.V. Fosven, CA Fosven, CA Castrol B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol Cuba S.A. Dussek Campbell B. B.V. Castrol Cuba S.A. Castrol Cuba S.A. Fosseo Austria GmbH Fasis Iran S.S.K. Foseo Austria GmbH Foseo Korea Limited Foseo Nederland B.V. Foseo Nederland B.V. Foseo Nederland B.V. Foseo Nederland B.V. Foseo Portugal Produtos Para Fundicao Limited Foseo Os.T.I. Foseo S.A. Foseo Euro, S.A. Foseo Euro, S.A. Foseo S.A. Foseo S.A. Foseo S.A. Foseo S.A. Foseo S.A.	2000 P	21112 2113 2113 2116 2116 2116 2118 2118 2122 2123 2123 2123 2123 2123
Control Library Libr	Caylon (Private) Limited Caylon (Private) Limited Mexicos S.A. de CV Mexicos S.A. de CV Mexicos S.A. de CV Methoding internatorial B.V Castrol Nederland B.V Castrol Nederland B.V Colon Aardoliprodukten Onderneming B.V Fosven, CA Fosven, CA Castrol B.V Castrol B.V Castrol B.V Castrol Nederland B.V Castrol Holding B.V Castrol Holding B.V Castrol Holding B.V Castrol Holding B.V Castrol Holding B.V Castrol Holding B.V Castrol Holding B.V Castrol Colon B.V Castrol Marine Olis (Opprus) Limited Foseco Austria GmbH Foseco Korea Limited Foseco Korea Limited Foseco Korea Limited Foseco Nederland B.V. Foseci S.A. Foseci S.A. Foseci S.A. Foseci S.A. Foseco S.A. Foseco S.A. Foseco S.A. Foseco S.A. Foseco S.A. Foseco S.A. Foseco S.A. Foseco S.B. Foseco Morval Inc.	760 PG	21112 2113 2113 2114 2116 2116 2117 2118 2118 2112 2122 2123 2128 2128 2128
Control Cont	Caylon (Privale) Limiter Caylon (Privale) Limiter SA de CV SA de CV Burmah Oil Netherlands Explorations B.V. Castrol Nederland B.V. Posen Aaroling B.V. Foseon Holding B.V. Castrol B.V. Foseon Holding B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol B.V. Foseon Austria Oils (Opprus) Limiter Foseon Austria OnbH Foseon Austria OnbH Foseon Austria OnbH Foseon Korea Limiter Foseon Korea Limiter Foseon Korea Limiter Foseon Nederland B.V. Foseon Nederland B.V. Foseon S.r.I. Foseon S.r.I. Foseon S.r.I. Foseon S.r.I. Foseon Morval Inc.	100 G	21112 2113 2113 2114 2116 2116 2118 2119 2120 2120 2122 2122 2122 2122 2122
Canton Maria Canton Maria Canton Maria Canton Maria Canton Maria Canton Maria Canton Maria Canton Maria Canton Maria Canton Maria Canton Maria Canton Maria Canton Maria Canton Maria Canton Maria Canton Maria Canton Maria Canton Maria Canton Maria M	Caylon (Private) Limited Say de CV Say de	100 Oct.	2111 2112 2113 2114 2116 2116 2116 2118 2118 2119 2120 2122 2123 2124 2128 2128 2128 2128 2129 2129 2130 2130 2130 2130 2130 2130 2130 2130
Canto Marci Canto Marci Canto Marci Canto Marci Canto Marci Canto Marci Canto Marci Canto Marci Canto Marci Canto Marci Canto Cant	Caylon (Private) Limited Caylon (Private) Limited Mayloo S.A. de CV Medico S.A. de CV Medico S.A. de CV Moling International B.V. Castrol Nederland B.V. Castrol Nederland B.V. Collin Aardoliprodukten Onderneming B.V. Prosech Holding B.V. Fosech Holding B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol Holding B.V. Fosech Holding B.V. Castrol B.V. Castrol Cuba S.A. Dussek Campbell B.V. Castrol Marine Oils (Opprus) Limited Fosech Austria GmbH Fosech Austria GmbH Fosech Korea Limited Fosech Korea Limited Fosech Nederland B.V. Fosech Nederland B.V. Fosech Portugal Produtos Para Fundicao Limitad. Fosech Portugal Produtos Para Fundicao Limitad.	760 PG	2111 2112 2113 2116 2116 2116 2117 2118 2118 2122 2122 2122 2122 2123 2123
Canto Marie Canto Marie	Caylon (Privale) Limiter Caylon (Privale) Limiter SA de CV Holding International B.V. Castrol Nederland B.V. Castrol Nederland B.V. Pich Aardoliprodukten Ondernerning B.V. Foseon Holding B.V. Foseon Holding B.V. Castrol Cuba S.A. Castrol Repeblus B.V. Foseon Austria Graphell B.V. Castrol Repeblus B.V. Foseon Austria Graphell B.V. Castrol Cuba S.A. Dussek Campbell B.V. Castrol Repeblus B.V. Foseon Austria Graphell B.V. Foseon Austria Graphell B.V. Foseon Austria Graphell B.V. Foseon Austria Graphell B.V. Foseon Austria Graphell B.V. Foseon Austria Graphell B.V. Foseon Austria Graphell B.V. Foseon Austria Graphell B.V. Foseon Austria Graphell B.V. Foseon Austria Graphell B.V. Foseon Austria Graphell B.V. Foseon Austria Graphell B.V. Foseon Austria Graphell B.V. Foseon Koriea Limiter Foseon Koriea Limiter Foseon Nedraland B.V. Foseon Portugal Produtos Para Fundicao Limitad	70.70 120.70 120.70	21112 2113 2114 2116 2116 2116 2118 2118 2120 2122 2128 2128 2128 2128
Caster C	Caylon (Private) Limited Caylon (Private) Limited Moxicos S.A. de CV Moxicos S.A. de CV Moxicos S.A. de CV District (Castrol Nederland B.V. Castrol Nederland B.V. Picastrol Recarrim Benelux B.V. Fosven, CA Fosven, CA Fosven, CA Castrol B.V. Fosven Holding B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol Cuba S.A. Dussek Campbell B.V. Castrol Marine Oils (Opprus) Limited Foseco Austria GmbH Fosroc Korea Limited Foseco Korea Limited Foseco Korea Limited Foseco Korea Limited Foseco Nederland B.V. Foseco Nederland B.V.	70000000000000000000000000000000000000	2111 2111 2111 2111 2111 2111 2111 211
Canton Marie Esta Limited Canton Marie Esta Limited	Caylon (Private) Limited Ceylon (Private) Limited SA de CV Mexicos S. de CV Holding International B.V. Castrol Nederland B.V. Castrol Nederland B.V. Collon Aardoliprodukten Onderneming B.V. Prosven, CA Foseo, CA Edelme B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol Caba S.A. Castrol B.V. Castrol Castrol Citoba S.A. Castrol Marine Oils (Opprus) Limited Foseo Austria CmbH Foseo Austria CmbH Foseo Korea Limited Foseo Korea Limited Foseo Korea Limited Foseo Korea Limited	G. C. C. C. C. C. C. C. C. C. C. C. C. C.	21112 2113 2114 2116 2116 2116 2118 2118 2118 2122 2122
Canton Media reset Limited Canton Media r	Caylon (Privale) Limiter Caylon (Privale) Limiter SA de CV Neder CV SA de CV Eastrol Nederland B.V. Castrol Nederland B.V. Cloin Aardoliprodukten Onderneming B.V. Fosven, CA Foseco Holding B.V. Castrol Cuba S.A. Clastrol Cuba S.A. Clastrol Cuba S.A. Clastrol Cuba S.A. Castro Royaus Limiter Foseco Austria Grabh Foseco Austria Grabh Foseco Austria Crabh Foseco Korea Limiter Foseco Korea Limiter Foseco Korea Limiter	70.00 120	21113 21113 21114 21116 21116 21116 21116 21118 21120 2122 2122 2122 2122 2122 21
Castrol Midel East Immide Castrol Midel East Immidel East	Caylon (Private) Limited Caylon (Private) Limited SA de CV SA de CV Mexicos SA. de CV Floding Internatonal B.V. Castrol Nederland B.V. Castrol Nederland B.V. Proseco Holding B.V. Fossor Holding B.V. Castrol R.V. Castrol R.V. Fossor Holding B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol Cuba S.A. Dussek Campbell B.V. Fossor Marine Oils (Cyprus) Limited Fass Iran S.S.K. Fossor Korea Limites	750 GE	21112 2113 2114 2116 2116 2116 2117 2120 2120 2122 2123 2128 2128 2128 2128 2128 2128
Castrol Age	Caylon (Private) Limited Ceylon (Private) Limited Ceylon (Private) Limited Mexico S.A. de Cv Holding International B.V. Castro Nederland B.V. Castro Nederland B.V. Castro International B.V. Foven, CA Foven, CA Foseo Holding B.V. Castro Holding B.V. Castro Holding B.V. Castro Holding B.V. Castro Holding B.V. Castro Obla S.A. Castro Marine Oils (Opprus) Limited Foseo Austria Grabh Foseo Austria Grabh Foseo Austria Grabh Foseo Satro International B.V. Castro Holding B.V. Castro Foseo Holding B.V. Castro Holding B.V. Foseo Holding B.V. Castro Foseo Austria Grabh Foseo Austria Grabh Foseo Foseo Funda S.A. Foseo Fund		21112 2113 2113 2114 2116 2116 2118 2118 2118 2122 2122 2122
Castrol Cast	Caylon (Private) Limited Caylon (Private) Limited Misylos S.A. de CV M	10000E	2111/2 2111/2 2111/3 2111/5 2111/5 2111/7 2111/7 211/8 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
Castrol Middle East Unified Cast	Caylon (Private) Limited Ceylon (Private) Limited Ceylon (Private) Limited Mexicos S. A. de CV Mexicos S. A. de CV Mexicos S. A. de CV Mexicos S. A. de CV Mexicos S. A. de CV Castrol Nederland B.V. Castrol Nederland B.V. Castrol Nederland B.V. Colinn Aardoliprodukten Onderneming B.V. Prosven, CA Recarrim Benelux B.V. Fosven, CA Castrol B.V. Castrol B.V. Castrol B.V. Castrol Cuba S.A. Castrol Marine Oils (Cyprus) Limited Foseco Austria GmbH	0.5 0.5 0.5 0.5 0.5 0.5 0.5 0.5 0.5 0.5	21112 2113 2114 2116 2116 2116 2117 2118 2118 21120 2123 2124 2128 2128 2128 2128
Castro Mark February Februa	Caylon (Private) Limiter Caylon (Private) Limiter Was de CV INDICATE AND TH	700 000 000 000 000 000	21112 2113 21113 21114 21116 21116 21116 2118 2118 2120 2120 2122 2122 2123 2128 2128 2128 2128 2128
Castrol Mada Real Limited Castrol Mada Real Limited	Castrol B.V. Fosven, CA Fosven, CA Castrol Holding B.V. Castrol Nederlands Explorations B.V. Cin Aardoliprodukten Onderneming B.V. Fosven, CA Fosven, CA Castrol B.V. Castrol B.V. Castrol B.V. Castrol Castrol B.V. Castrol Castrol B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol B.V. Castrol Coulons S.A. Custrol Coulons S.A. Castrol Coulons S.A.	70.00 70.00 70.00 70.00	2111/2 2111/2 2111/2 2111/5 2111/5 2111/7 2111/7 2112/0 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
Casto Victoria Casto Victoria Casto Victoria Casto Victoria Casto Victoria Casto Victoria Casto Victoria	Castro Holding B.V. Fosyen, CA Fosyen, CA Fosyen, CA Castro B.V. Castro Holding B.V. Edelime B.V. Fosyen, CA Fosyen, CA Castro B.V. Castro B.V. Castro Holding B.V. Fosyen, CA Fosyen, CA Castro Cuba S.A. Castro Cuba S.A. Castro Cuba S.A.	700 PA	21112 2113 2113 2114 2116 2116 2118 2118 2118 2122 2122 2122
Control Middle East Minet Control Middle East Minet Control Middle East Minet Control Middle East Mine	Ceylon (Private) Limiter Ceylon (Private) Limiter Misorico S.A. de CiV Misorico S.A. de CiV Misorico S.A. de CiV Misorico S.A. de CiV Misorico S.A. de CiV Misorico S.A. de CiV Castrol Nederland B.V. Burmah Oil Netherlands Explorations B.V. Clain Aardoliprodukten Onderneming B.V. Fosven, CA Fosseco Holding B.V. Castrol G.V.	70.00 10.00	2111 2111 2111 2111 2111 2111 2111 211
Castor Middle East Imide	Caylon (Firtuals) Limited Caylon (Firtuals) Limited Mexicos S.A. de CV Mexicos S.A. de CV Holding Internatonal B.V. Castrol Nederland B.V. Castrol Nederland B.V. Continuan O il Netherlands Explorations B.V. Orion Aardoliprodukten Onderneming B.V. Recarrim Benelux B.V. Fosven, CA Fosven	70 C C C C C C C C C C C C C C C C C C C	21112 2113 2114 2115 2115 2116 2116 2117 2120 2120 2122 2123 2123 2123 2124
Classes Control Medical Estat Imitated Classes Control Medical Estat Teacher Teach	Caylon (Private) Limiter Caylon (Private) Limiter SA de CV SA de CV SA de CV Holding International B.V. Castrol Nederland B.V. Burmah Oil Netherlands Explorations B.V. Orlon Aardoliprodukten Onderneming B.V. Recarim Benefux B.V. Fosven, CA Fosven, CA Fosven, CA Fosven, CA Fosven, CA Fosven Holding B.V. Fosven Holding B.V.		21112 2113 2113 2114 2116 2116 2116 2118 2118 2118 2120 2122 2122 2122 2122
Castro Middle East Imited	Caylon (Frivate) Limited Caylon (Frivate) Limited SA de CV SA de CV	20 00 00 00 00 00 00 00 00 00 00 00 00 0	2111 2113 2113 2114 2116 2116 2117 2117 2119 2120 2122 2122 2122 2122 2122 2122
Casto Middle East Imited	Caylon (Private) Limiter Caylon (Private) Limiter SA de CV SA de CV Holding International B.V. Castro Nederland B.V. Castro Nederland B.V. Construction of Netherlands Explorations B.V. Precarim Benefus B.V. Edeime B.V.	F0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	2111 2113 2113 2114 2115 2116 2116 2117 2118 2119 2120 2120 2120
Castrol Midde East Limited S 6 7 8 9 10 11 2 13 14 15 Middle East Limited Gastrol Midde East Limited Gastrol Midde East Limited Gastrol Midde East Limited Gastrol Midde East Limited Gastrol Midde East Limited Gastrol Midde East Limited Gastrol Midde East Limited Gastrol Middle East Limited Gastrol Midde East Limited Gastrol Midde East Limited Gastrol Midde East Limited Gastrol Midde East Limited Gastrol Midde East Limited Gastrol Midde East Limited Gastrol Midde East Limited Gastrol Middle East Limited Gastrol Midde East Limited Gastrol Middle East Limited Gastrol M	Ceylon (Private) Limited Ceylon (Private) Limited Miscrico S.A. de CiV M	70.00 60.00 70.00	2111 2113 2114 21114 21115 2116 2117 2117 2119 2119 2119 2119 21121
Castrol Middle East Limited Cast	Caylon (Private) Limiter Caylon (Private) Limiter SA de CV Holding International B.V. Castrol Nederland B.V. Burmah Oil Netherlands Explorations B.V. Orion Aardoliprodukten Onderneming B.V.		2111 2113 2114 2115 2116 2117 2117 2118 2119 2119
Castrol Middle East Imited	Caylon (Private) Limiter Caylon (Private) Limiter SA de CV SA de CV Holding International B.V Castrol Nederland B.V Burnah O.B Netherlands Explorations B.V.		21112 21113 21113 21114 2116 2116 2117 2118 2119 2119
Castrol Middle East Imited	Caylon (Private) Limited Ceylon (Private) Limited SA de CV	Fo Go	2111 2112 2114 2115 2116 2117 2118 2119
Castro Middle East Umited Castro Castro Middle East Umited Castro Middle East Umited Castro Middle East Umited Castro	SA de CV Imiter SA de CV Imiter SA de CV SA d	Fo Gas	2111 2112 2113 2114 2115 2116 2117 2118
Castrol Middle East Limited Script	Ceylon (Private) Limited Ceylon (Private) Limited SA de CV Mexicos S.A. de CV Holding International B.V.	0: 0: 0: 0: 0: 0: 0: 0: 0: 0: 0: 0: 0: 0	2111 2112 2113 2114 2115 2116 2117
Castrol Middle East Limited Castrol Middle East Limited Castrol India Limited Castrol India Limited Castrol India Limited Castrol India Limited Castrol India Limited Castrol India Limited Castrol India Limited Castrol India Limited Castrol India Limited Castrol India Limited Castrol India Castrol	Ceylon (Private) Limiter SA de CV Mexico S.A. de CV	Q 7-00	2112
Castrol Middle East Limited Castrol Middle East Limited Castrol India Castrol India Castrol Caylor India Cast	Ceylon (Private) Limiter SA de CV	70 E	2112 2113 2115
Castrol Middle East Imited Castrol Middle	Ceylon (Private) Limite:	Ce	2112
Liver 1	A University in the Company of the C	Ci	2111
Live 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 2000/6 1000/6			2111
Castrol Middle East Innited Castrol Middle East Innited Castrol Middle East Innited Castrol Middle East Innited Castrol Innited	of Oil Services I imited		2111
Castrol Middle East Limited Castrol Middle East Limited Castrol Middle East Limited Castrol Middle East Limited Castrol (Tehena) Limited Castrol	PT Cakrawala Tata Seniosi		2111
Level 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if Castrol Middle East Limited Castrol (Faharan) Limit	trol Indonesia	P	
Castro Middle East Imited Castro Middle East Imited Castro Middle East Imited Castro Middle East Imited Castro Middle East Imited Castro Middle East Imited Castro Middle Middle Castro Middle	Ş	0.5	2
Castrol Middel East Limited	rosioc ninya odnayi ve i icarel A.O.		3 1
Castrol Middle East Limited	Freeze Citimia Canad IV Trocat A C		2109
Castrol Middle East Limited S	Madeni Yaniar Sanayi Ve Ticarei A C	C	2108
Level 2 3 4 5 6 7 8 9 10 11 12 13 14 15 20 20 20 20 20 20 20 2	Hellas S.A.	C	2107
Level 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if	N.V.	Ca	2106
Level 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 2 2 2 3 4 5 6 7 8 9 10 11 12 13 14 15 2 3 3 4 3 5 6 6 7 8 9 6 7 8 9 6 7 8 9 6 7 8 9 6 7 8 9 6 7 8 9 6 7 8 9 6 7 8 9 6 7 8 9 6 7 8 9 6 7 8 9 6 7 8 9 6 7 8 9 6 7 8 9 6 7 8 9 6 7 8 9 6 7 8 9 6 7 8 9 9 9 9 9 9 9 9 9	Norwegian Concrete Technologies A.S		2100
Level 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	Noige AVS	C	2 0
Castrol Middle East Imited Fragment Fr	POSECO AD		0100
Level 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group	I Good A D		2103
Level 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if	AB	C	2102
Castrol Middle East Imited Castrol Middle East Imited Castrol Middle East Imited Castrol Middle East Imited Castrol Middle East Imited Castrol Middle East Imited Castrol Middle East Imited Castrol Imited Castr	Energy A/S		2101
Castrol Middle East Limited Find	ASS	Cr	2100
Castrol Middle East Imited Find 100%	Hajiana S.p.A.	C	2099
Castrol Middle East Imited Castrol Canada Inclinated Castrol Canada Inclinated Castrol Canada Inclinated Castrol Canada Inclinated Castrol Canada Imited	Veedol (Switzeland) A.G.		2098
Level 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if	Switzerland A.G.	Ce	7802
Leve 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if	Veedol (Canada) Limitec		2000
Castrol Middle East Limited Fried Castrol Middle	Canada inc	C	2000
Level 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if	Ziribabwe (Frivale) Liftlec		2005
Level 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	A LOUIS LITTLE IN THE STATE OF	X	NO.
Levre 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	Violand Childre		2003
A 5 6 7 8 9 10 11 12 13 14 15	Theiland Linike	0.	2092
4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if	Tracero (Thailand) I imited		2091
4 5 6 7 8 9 10 11 12 13 14 15	(Thailand) Limited	C	2090
4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if	(Talwan) Limited	C	2089
4 5 6 7 8 9 10 11 12 13 14 15 5 6 10 100% 1000% 6	India Limited		0000
4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if	MININE CASI LITARE		3000
4 5 6 7 8 9 10 11 12 13 14 15 % Direct Parent % Group if	Middle Cool Imited	2	2087
D D D D D D D D D D D D D D D D D D D	10 11 16 17	-	
	7 8 0 10 11 13		0
			Leve
		As at 31 July 2000 LAST revised 281100 AMT 9 10 11 12 13 14 1 13 14 A.S	Castrol Middle East Limited Castrol Middle East Limited Castrol Middle East Limited Castrol Middle East Limited Castrol Imidad Limited Castrol Imidad Limited Castrol (Thailand) Limited Castrol (Thailand) Limited Castrol (Thailand) Limited Castrol Vebram Limited Castrol Vebram Limited Castrol Vebram Limited Castrol Vebram Limited Castrol Vebram Limited Castrol Vebram Limited Castrol Vebram Limited Castrol Switzeland A.G. Veedol (Canada Inc. Veedol (Canada) Limited Castrol Switzeland) A.G. Castrol Islaina S.p.A. Castrol Islaina S.p.A. Castrol AB Fosroc AB Castrol Negeon A

	8022	0500	0300	2257	2256	2255	2234	2000	3252	2252	2251	0022	3 6	2240	2248	2247	2240	3	2245	2244	2243	2242	2241	2240	22.33	2000	2228	2237	2236	2235	2234	2233	2022	200	2021	2230	2229	2228	2227	2226	2225	2224	2223	2222	1227	0222	0000	3 6	300	2317	3010	2015	2014	2213	2212	2211	2210	2209	8022	7022	335	300	2000	2204	2203	_	0	Lev
A S 6 P B 9 10 11 12 33 14 15 35 36 36 36 36 36 36 3																					_																																															_
Dutablah Vandol GrinH																																																																			2	_
9 10 11 12 13 14 15 9, Direct Parent 9, Carouj FT 1, Unit of the statisting Gmb) 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1,								-				_				_		Daniani Od	Burnah Co		ro		-					+						-		-								_																	-							
9 10 11 12 13 14 15 9, Direct Perent 9, Carouj FT 1, Ind. 10078, pp. 10, 1	aardeii investr	Strate	FO/IL	Color Sugaro	neron Strataho	Pos	Found	oseco South A	viditory vacen	Manage Campha	olmar (Pv) Lin	astrol Swazilar	ASUOI AITICA (F	, and a district of the control of t	Alim	astrol South A	astrol Namibia	Sac County	Chal Court Add	echnical Wave	outh Pacific Lu	ilamatex Produ	osroc Limited	astrol N.Z. Lim	urman Castrol																-				Burm	surman ON Inve	Bum	Suman Chile in	Surrian Chile E	Chillo C															1			_
9 10 11 12 13 14 15 9, Direct Perent 9, Carouj FT 1, Ind. 10078, pp. 10, 1	reals (Pty) Limit	bolt Products (F	ne Properties Al	t (r ty) Lilling	Day Indian	roperties (Ptv)	try Services Sou	mica (Pty) Limite	ii (riopiieidiy) i	(Droppietany)	uked .	nd (Pty) Limited	(y) Limited	A CONTROLL	ah Adhesives &	irica (PN) Limite	(Pty) Limited	of (1 ty) Chinese	o (Dhi) I imited	e (New Zealand	brication Limite	cts Limited		ited	N.Z. Limited	Hancheste								-	300 (FIV)	c C (Dr. V)	Enha (Dh.)	Dilegal	Cactrol Au	Burmah G	Burmah Fu		Burmah Fu	Sericol Au	ah Castrol Aust	stments (Austra	ah Chile S.A.	vesuments Limi	quites Limited	Castol Ma	Casuo	Casuoi Cr	Casuo nu	Caetrol Bu	Caetrol Bo	Castrol Sir	Castrol Sid	Castrol Po	Castrol Hu	Castrol (Ci	Sotra Mine	Sencol Gn	Consulta	Consulta	Deliterha	,	7	
10 11 12 13 14 15	2	Ty) Limited	rode (Pty) Limit	, (D.)		miled	ıth Africa (Pty) I	ă	HINES	mile	_			Commission W	Seplante (Ph)	å			Litter	11 imiles		-				r (Pty) Limited	iecie	Tool	Ventr	Ventr	Fosro	Fose	Hoseco (Pty) Lir	y) Limiled	IIIIleu	CHINICA	imited y Line	mohol Divi imi	etralla (Div) i m	oun (Australas	iels (Queenslan	Strongflow Petro	iels Australia Lii	stralia (Pty) Limi	alia Limited	lia) (Pty) Limite		ea		TIME OF GUID	HALLOW CHANGE	Dava D.O.O.	Sid Cillur	sein Grahu	mania S B I	Wenila DOO	vakia spol S.A	ska Sp Z.O.O.	ngaria Kereske	Spol S.R.O	raiol Gmbi-	Ē	eramings - und	Veedon Cilibra	Veeded GmbH			
12 13 14 15 % Direct Parent % Group if Inta 100% 100% 96 100%	-		2				imitec							Tantoc	miles												נפ (דיץ) בווווופט		nine (Old) (Pw)	nine (Plv) Limite	c Grouting (Pty	to Holdings (Pty	nited				102	P. C.	and I	a) Nominees (P	d) (Pty) Limited	oleum Limited	nited	ted													0		delmi Kt				Diensieusiungs	Dispatalo	1			
14 15									-																			-	miled	ă) Limited	/) Limited						+	A) Carrier	v) I imiter			_												-								GMOF	Omb.				
## Direct Parent % Group if mol 100% 96 000% 9					-		•				_	_																																										-	-							_			1	č	3	
Final 190% Group Final 190% Group Final 190% Group Final 190% Group Final 190% Grook Gro																																						1	+																						-				†			
Inpt 100% Group f Inpt 1100% Inp	•													-																																																			+	+		
96 1000% 96 1000%									%000.1C	21 0000				_																																						-													WASH VALUE	% Dilett rate	ov Direct Daren	
Country of Incorporation Germany Germany Germany Germany Germany Germany Germany Germany Germany Germany Germany Germany Germany Germany Foland Slovakia Slovenia Slovenia Slovenia Slovenia Germany Foland Germany Foland Germany Foland Germany Foland Germany Foland Germany Foland Germany	96.000%	96,000%	96.000%	90.000	00,000	96 000%	96.000%	96.000%	40.902.64 67.008.04	49 000	96 000%	96.000%	96.000%	90.000	2000	96.000%	96.000%	90.000	20000	2000	%000 æ	96.000%	96.000%	96.000%	96.000%	96,000%	90.000.00	20.00	2000	96.000%	96.000%	96.000%	96.000%	96.000%	%,000.0e	90.000%	90.000	00.000	06.000	96,000%	96.000%	96.000%	96.000%	96,000%	96.000%	96.000%	96.000%	96.000%	96,000%	86,000%	96.000%	96.000%	80.000%	90.000	20.000	26,000%	96 000%	96.000%	96.000%	96.000%	96.000%	96.000%	96.000%	90.000	OS OLONG	T.	T	
	South Africa	South Africa	South Africa	OUUI AIIICA	Court Africa	South Africa	South Africa	South Amca	South Affica	Couth Africa	South Africa	Swaziland South Af	South Amca	South Anica	South Africa	South Africa	South Africa	COURT ATTICA	Now Localding	New Zealand	New Zealand	New Zealand	New Zealand	New Zealand	New Zealand	Australia	Australia	Andread	Australia	Australia	Australia	Australia	Australia	Australia	Austria	Australia	Australia	Augusta	Australia	Australia	Australia	Australia	Australia	Australia	Australia	Australia	Chile	England	England	Germany	Germany	Стоача	nussia	Disciplina	Domania	Slovenia	Slovakia	Poland	Hungary	Czech Republic	Germany	Germany	Germany	CHINAIN	Tikohorana,	Incompation	Country of	
				-																																																								_								
		H		-	-					+				-						+	-													-		+	-	+	+	1	+								-				$\frac{1}{1}$	-	1		+									+	+	

2318	2316	2315	2314	2313	2312	200	2010	300	2200	2308	2307	2306	2305	PUEG	2303	2200	2300	2299	2298	7822	2296	2295	2294	2293	2622	1622	2290	2289	2288	2287	2286	2285	2284	2283	2282	2281	2280	2279	2278	277	22/2	22/4	22/3	22/2	2271	2270	2269	2268	2267	2266	2265	2264	2263	2262	2261		
-			-					-	+	+	+																						-		-				-	+	-																0
									-		-	+		-																				1		-			1	+																-	2
								-	 			1	1		-	1				-	_		İ	-									-			_			+																	1	3
	-					Buma		MILING	0	D. Imma		+	+	+	1		-	_																1							-		Burna		_										Вить	+	4
					Burmah	burman Oil investments (Australia) (Pty) Limited	Burman	burnan Chile Investments Limited	Chile Equ	h Chilla Equ		1	+																	The Bu		_	1	+		Willich	1		1 00000	Casuoi inuusu	Foeroc GmbH	Chem-	Burmah Castrol Holding GmbH									Castrol	Fosroc	Sericol S.A.	h Castrol F	1	5
Burmah (Burmah		Burmah i	Sericol A	Burmah Castrol Australia Limited	ments (Aust	Chile S.A.	Sumenus Lin	nes Citation	Hige I landed	Castrollu	Castro	Castrol	Casuo	Castrol	Castrol S	Castrol F	Castrol H	Castrol (Sotra Mir	Sericol GmbH	Consulta	Deutsche	Deutsche		Deutsche	Consulta	Burmah	Castrol C	The Burmah Oil (Deutschland) GmbH	Carbotec	Fosroc TPS	Willich F	Witwater	Willich	Willich Fosroc GmbH	Foseco S		Steine GmbH	Casuoi industre oriun	GMBH	Chem-I rend (Deutschland) Gmb-	olding Gmb	Tribol SARL	Veedol F	Produits	Impar SA		Foseco S	Compag	Biosoph	Castrol France S.A.	Fosroc CIA S.A.S.	S.A.	rance Holdin	-	6
Group (Aus	Tuels (Quee	Strongflow	Fuels Austra	ustralia (Pt)	stralia Limit	ralia) (Pty)		nited			Castrol Marine Oil GmbH	ommercial	Castrol Croatia D.O.O.	Castol Busis Castu	Castrol Bomania S B I	Castrol Slovakia, spoi S.H.U	olska Sp Z	Castrol Hungaria Kereskedelmi	Castrol (Cr) Spol S.R.O.	Sotra Mineralol GmbH	mbH	Beratungs	Yeedol Gr	Castrol Ve	Optimol C	Castrol Inc	Chemie Gr	Burmah Oil Technology GmbH	entral & Ea	eutschland)	Carbotech Fosroc GmbH	8	osroc-Techi	srand Minin	Willich Fosroc AG	Ì	steelmill Su	Fosbel GmbH	1	100		schland) Gr	I	Ź	Veedol France S.A.	Produits Metallurgie Doittau S.		Servimetal SA	Foseco SA - France	nie Des Ba	Laboratorie				ngs S.A	1	7
Burmah Group (Australasia) Nominees (Pty) Limited	nsland) (Pt)	Strongflow Petroleum Limited	dia Limited) Limited	8	imited					The state of	GmbH.			١	S.H.O	0.0.	edelmi		Ť		Consulta Beratungs - Und Dienstleistungs Gmbl-	루	Deutsche Castrol Vertriebs Gmbh	Optimol Oelwerke Industrie GmbH	fustrieole G	Consulta Chemie GmbH	gy GmbH	stem Europ	GmbH	포		ika Gornicz	a Supply Co			Foseco Steelmill Supplies GmbH	F				ş				Doittau S.A		ASI		Compagnie Des Bases Lubrifiantes S.A	SSA.R.L				\prod		8
ninees (Pty)) Limited	Limited				-		-		-								~				tleistungs G		T	ustrie GmbH	nb-			e GmbH			_	a i Budowla	rporation (P			+	+	-											tes S.A					4		10
Limited								<u> </u>		-		-	-		+	-						mp.			_						-		Willich Fosroc-Technika Gornicza i Budowiana Sp Z.o.o	roprietary) I				-	-	-		_						_							-		=
-										+	1	-	+		1												_			-			1000	miter	-			+					-									İ		-	+	F	3
+					-			-		+	+	+					-																+				-	1				-						-	-	-					1	i	13
+			-		-					+						-	-																				-					-	_				_								-	-	14
									 		\dagger						-																+	+	1		-								_										1	-	5
										-																																															
																															50.000%	70.000%				-													87.180%	34.720%						if not 100%	% Direct Parent
8 8	86	96.0	96.0	96.0	96.0	96.0	96.0	9	3 8	8 5	8 5	200	8 8	8 8	8 8	96.0	96.0	96.0	96.0	96.0	96.0	96.0	96.0	96.0	96.0	96.0	96.0	96.0	96.0	+	+	+	96.0	8 8	8 3	96	96.0	96	8 8	36.0	98.	96.0	96.0	96.0	96.0	96.0	96.0	1	-	+	96.0	96.0	96.0	96.0	+	T	1
96.000% At	L	L	L	L	L	L	1		2000	1		95,000	4		90.00%	L														96.000% Ge	_	_	96.000% Pc			96 000%	1		90.000%	1										33.331% Fr	ł	96.000% Fr		-1	96,000% Fr	100%	% Groun if
Australia	Australia	Austalia	Australia	Australia	Austalia	Australia)lie	England	gand	oland	Germany	Germany	Croatia	Tolliania	Bomania	Slovakia	Poland	Hungary	Czech Republic	Germany	Germany	many	Germany	Germany	Germany	Germany	Germany	Germany	Germany	Germany	Germany	Russia	Poland	South Africa	vitzerland	Germany	Germany	Germany	Germany	Germany	Germany	Germany	Germany	France	France	France	France	France	France	France	ance	France	France	France	France	Incorporation	Country
																			Ę,													-				+																			THE STATE OF THE S	2	2
											+	1		-														-				-	-		+			-													-				+	+	1
Г Г			_			_	-			-		+	+																	1			+	+	1					-													+	-	+	+	-
											+	+	-	-																1		1				+				-	_					-	$\frac{1}{1}$			+	+			-	+		

	40.000 2.000 17.11(33.33(10.000 40.000 33.400 33.400 3.560 11.000	96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 17.110% 17.110% 10.000%
	10,000 2,080 17,110 33,39 10,000 40,000 33,400 3,500 3,500 3,500	
	40.000 2.080 17.110 33.331 40.000 43.400 33.400 33.400 33.400 33.400 33.400	
	40.000 2.0800 17.111 33.333 10.000 40.000 33.400 33.400	
	40.000 2.080 17.111 33.33 40.000 33.400	
	40.000 2.080 17.11 33.33 40.000 33.400	
	40.000 2.080 2.080 17.11 33.33 40.000	
	40.000 2.080 17.111 33.334 40.000	
	40,000 2,080 17,111 33,33	
	40.000 2.000 17.110 33.33	
	40.000 2.080 17.111	
	40.000 2.080 17.110	
	40.000 2.000	
	40000	
	40.000	
		96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000% 96.000%
		%000 96 %000 9
		%000 96 %000 9
		%000 96 %000 9
		96,000.36 96,000.36 96,000.36 96,000.36 96,000.36 96,000.36 96,000.36 96,000.36 96,000.36
		%000 96 %000 96 %000 96 %000 96
		%000.96 %000.96 %000.96 %000.96
		%200.96 %200.9
		%000% 96,000% 96,000%
		96.000% 96.000% 96.000%
		96.000%
		96.000
		96,000%
	51.00	-
- T		96.000%
		96.000%
		96.000%
	74.52	74.520% 96.000%
		96.000%
		96.000%
		96.000%
		90,000
		00.000
		DE DOOR
		Section 36
		%000 96 000 %
		96.000%
		96,000%
		96.000%
		40.990.76
-	01.00	
	51 00	+
		+
	if not 1	_
13	*	% Direct Parent
WV COLL DO		
As at 31 July 2000 LAST revised 281100 AMT	5	15 % Direct Parent (1, 100, 190%) 51.000% 51.000% 74.520%

STANDARD FORM 299 (1/99) Prescribed by DOI(USDA/DOT P.L. 96-487 and Federal Register Notice 5-22-95

MASTER

FORM APPROVED

UTILITY SYSTEM	FRANSPORTATION AND MS AND FACILITIES	OMB NO. 1004-0060 Expires: December 31, 2001	
ON FEDE	ON FEDERAL LANDS		
preapplication meeting with representatives of the	applicant should completely review this package and schedule a agency responsible for processing the application. Each agency	FOR AGENCY USE ONLY Application Number	
the help of the agency representative, the application	net in preparing and processing the application. Many times, with n can be completed at the preapplication meeting.	Date filed	
1. Name and address of applicant (include zip code)	2. Name, title, and address of authorized agent if different from Item 1 (include zip code)	3. TELEPHONE (area code)	
See Attachment 1. See Attachment 1. Applicant See Attachmen			
		Authorized Agent	
4. As applicant are you? (check one)	5. Specify what application is for: (check one) See response	on page 6.	
a. Individual See Attachment 1.	a. New authorization		
b. Corporation*	b. Renewing existing authorization No.		
c. Partnership/Association* d. State Government/State Agency	c. Amend existing authorization No.		
d. State Government/State Agency e. Local Government	d. Assign existing authorization No.		
f. Federal Agency	e. Listing use for which no authorization has been receif. Other*	ived*	
* If checked, complete supplemental page			
	* If checked, provide details under Item 7		
6. If an individual or partnership are you a citizen(s) of the	United States? Yes No See response on page 6. tem or facility, (e.g., canal, pipeline, road): (b) related structures and		
timing of construction; and (h) temporary work areas needed (a) Pipeline System, as defined generally in § 1.1.1 Pipeline ("Federal Grant"); (b) See generally Environmental Report for the Trangle 2.1.1 and 4.2.1; Duration of Right-of-Way Renewal Line Lists in Volume 2 at Tab 1D-1H; (c) See generally Environmental Report at §§ 2.1.1 (d) Renewal of authorizations for the maximum per (e) Year round; (f) See generally Environmental Report at Appendic (g) Not applicable; (h) Not applicable. See also Attachment 2.	at (e) time of year of use or operation; (f) Volume or amount of product of construction (Attach additional sheets, if additional space is a .22 of Exhibit D to the January 23, 1974 Agreement and Grans-Alaska Pipeline System Right-of-Way Renewal in Volum for the Trans-Alaska Pipeline System in Volume 2 ("Duration and 4.2.1 and Duration Report at Appendix 4; riod allowed by law. See 30 U.S.C. § 185(n) and Duration Folices A and D (pps. D-1 through D-12);	uct to be transported; (g) duration and needed.) ant of Right-of-Way for Trans-Alaska ne 3 ("Environmental Report") at §§ on Report") at Appendix 4; Federal Report generally;	
8. Attach a map covering area and show location of projec	in Volume 2 at Tabs 1D-1H.	ort at Appendix C and Federal Lists	
9. State or local government approval: Attached			
	ot required	·	
11. Does project cross international boundary or affect inter			
12. Give statement of your technical and financial capability	to construct, operate, maintain, and terminate system for which aut	thorization is being requested.	
See response on page 6.			

13a. Describe other reasonable alternative routes and modes considered.	
Not applicable.	
b. Why were these alternatives not selected?	
Not applicable.	
c. Give explanation as to why it is necessary to cross Federal Lands.	
Existing TAPS facilities are located on and cross federal lands.	
14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or not be applications)	ame)
See generally Federal and State Line Lists in Volume 2 at Tab 1.	
15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next alternative; and (c) expected public benefits.	best
See generally Environmental Report, including §§ 1.2; 3.3; 4.3.3, and Duration Report, including §§ 1; 3; 4; 8; and 9.	
16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles. See generally Environmental Report §§ 3.3; 4.3.3; 4.5 and Duration Report § 8. Additional information may be found in studies an reports that bear on TAPS, such as those identified in the Environmental Report at Section 8 and 43 U.S.C. § 1651(b), and the 1972 Environmental Impact Statement (6 vols.) that preceded the execution of the Federal Grant.	i
17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil structural change of the surface of the land, including vegetation, permafrost, soil, and soil structural change of the land, including vegetation, permafrost, soil, and soil structural change of the land, including vegetation, permafrost, soil, and soil structural change of the land, including vegetation, permafrost, soil, and soil structural change of the land, including vegetation, permafrost, soil, and soil structural change of the land, including vegetation, permafrost, soil, and soil structural change of the land, including vegetation, permafrost, soil, and soil structural change of the land, including vegetation, permafrost, soil structural change of the land, including vegetation, permafro	bility. 3.1.3;
 Describe the probable effects that the proposed project will have on (a) populations of fish, plantlife, wildlife, and marine life, including threatened and enda species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals. (a) See generally Environmental Report §§ 3.2; 4.3.2; 4.5; 4.8.3; (b) See generally Environmental Report §§ 3.2.6; 3.3.3; 4.3.2; 4.3.4.5; 4.8.3.4; 4.8.4.4. In both cases additional information may be found in studies and reports that bear on TAPS, such as those ide in the Environmental Report at Section 8 and 43 U.S.C. § 1651(b), and the 1972 Environmental Impact Statement (6 vols.) that prethe execution of the Federal Grant. 	3.3; ntified
19. State whether any hazardous material, as defined in this paragraph, will be used, produced, transported or stored on or within the right-of-way or any of the right facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities. "Hazardous material" means any supplictant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conserva Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 9601 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct mass defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction there is not otherwise specifically listed or designated as a hazardous substance under CERCLA Section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.	bstance, U.S.C. tion and aterial
See response on page 6.	
20. Name all the Department(s)/Agency(ies) where this application is being filed.	
The original application is being filed with the Bureau of Land Management.	
I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the applicate believe that the information submitted is correct to the best of my knowledge.	tion and
Signature of Applicant See Attachment 3. Date See Attachment 3.	
Title 18, U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.	e United

APPLICATION FOR TRANSPORTATION AND UTILITY SYSTEMS AND FACILITIES ON FEDERAL LANDS

GENERAL INFORMATION ALASKA NATIONAL INTEREST LANDS

This application will be used when applying for a right-of-way, permit, license, lease, or certificate for the use of Federal lands which lie within conservation system units and National Recreation or Conservation Areas as defined in the Alaska National Interest Lands Conservation Act. Conservation system units include the National Park System, National Wildife Refuge System, National Wild and Scenic Rivers System, National Trails System, National Wilderness Preservation System, and National Forest Monuments.

Transportation and utility systems and facility uses for which the application may be used are:

- Canals, ditches, flumes, laterals, pipes, pipelines, tunnels, and other systems for the transportation of water.
- Pipelines and other systems for the transportation of liquids other than water, including oil, natural gas, synthetic liquid and gaseous fuels, and any refined product produced therefrom.
- 3. Pipelines, slurry and emulsion systems, and conveyor belts for transportation of solid materials.
- 4. Systems for the transmission and distribution of electric energy.
- Systems for transmission or reception of radio, television, telephone, telegraph, and other electronic signals, and other means of communications.
- Improved rights-of-way for snow machines, air cushion vehicles, and all-terrain vehicles.
- 7. Roads, highways, railroads, tunnels, tramways, airports, landing strips, docks, and other systems of general transportation.

This application **must** be filed simultaneously with each Federal department or agency requiring authorization to establish and operate your proposal.

In Alaska, the following agencies will help the applicant file an application and identify the other agencies the applicant should contact and possibly file with:

Department of Agriculture Regional Forester, Forest Service (USFS) Federal Office Building, P.O. Box 21628 Juneau, Alaska 99802-1628

Telephone: (907) 586-7847 (or a local Forest Service Office)

Department of the Interior Bureau of Indian Affairs (BIA) Juneau Area Office 9109 Mendenhall Mall Road, Suite 5, Federal Building Annex Juneau, Alaska 99802 Telephone: (907) 586-7177

Bureau of Land Management (BLM) 222 West 7th Ave., Box 13 Anchorage, Alaska 99513-7599 Telephone: (907) 271-5477 (or a local BLM Office)

National Park Service (NPS) Alaska Regional Office 2525 Gambell St., Rm. 107 Anchorage, Alaska 99503-2892 Telephone: (907) 257-2585

U.S. Fish & Wildlife Service (FWS) Office of the Regional Director 1011 East Tudor Road Anchorage, Alaska 99503 Telephone: (907) 786-3440

Note-Filings with any Interior agency may be filed with any office noted above or with the: Office of the Secretary of the Interior, Regional Environmental Officer, Box 120, 1675 C Street, Anchorage, Alaska 99513.

Department of Transportation Federal Aviation Administration Alaska Region AAL-4, 222 West 7th Ave., Box 14 Anchorage, Alaska 99513-7587 Telephone: (907) 271-5285

NOTE - The Department of Transportation has established the above central filing point for agencies within that Department. Affected agencies are: Federal Aviation Administration (FAA), Coast Guard (USCG), Federal Highway Administration (FHWA), Federal Railroad Administration (FRA).

OTHER THAN ALASKA NATIONAL INTEREST LANDS

Use of this form is not limited to National Interest Conservation Lands of Alaska

Individual departments/agencies may authorize the use of this form by applicants for transportation and utility systems and facilities on other Federal lands outside those areas described above.

For proposals located outside of Alaska, applications will be filed at the local agency office or at a location specified by the responsible Federal agency.

SPECIFIC INSTRUCTIONS (Items not listed are self-explanatory)

Item

- 7 Attach preliminary site and facility construction plans. The responsible agency will provide instructions whenever specific plans are required.
- 8 Generally, the map must show the section(s), township(s), and range(s) within which the project is to be located. Show the proposed location of the project on the map as accurately as possible. Some agencies require detailed survey maps. The responsible agency will provide additional instructions.
- 9, 10, and 12 The responsible agency will provide additional instructions.
- 13 Providing information on alternate routes and modes in as much detail as possible, discussing why certain routes or modes were rejected and why it is necessary to cross Federal lands will assist the agency(ies) in processing your application and reaching a final decision. Include only reasonable alternate routes and modes as related to current technology and economics.
- 14 The responsible agency will provide instructions.
- 15 Generally, a simple statement of the purpose of the proposal will be sufficient. However, major proposals located in critical or sensitive areas may require a full analysis with additional specific information. The responsible agency will provide additional instructions.
- 16 through 19 Providing this information in as much detail as possible will assist the Federal agency(ies) in processing the application and reaching a decision. When completing these items, you should use a sound judgment in furnishing relevant information. For example, if the project is not near a stream or other body of water, do not address this subject. The responsible agency will provide additional instructions.

Application must be signed by the applicant or applicant's authorized representative.

If additional space is needed to complete any item, please put the information on a separate sheet of paper and identify it as "Continuation of Item."

SUPPLEMENTAL		
NOTE: The responsible agency(ies) will provide additional instructions	CHECK APP	PROPRIATE OCK
I - PRIVATE CORPORATIONS See response on page 6.	ATTACHED	FILED*
a. Articles of Incorporation		
b. Corporation Bylaws		
c. A certification from the State showing the corporation is in good standing and is entitled to operate within the State.		
d. Copy of resolution authorizing filing		
e. The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate.		
previous applications.		
g. If application is for an oil and gas pipeline, identify all Federal lands by agency impacted by proposal.		
II- PUBLIC CORPORATIONS		
a. Copy of law forming corporation		
b. Proof of organization		
c. Copy of Bylaws		
d. Copy of resolution authorizing filing		
e. If application is for an oil or gas pipeline, provide information required by Item "I-f" and "I-g" above.		
III - PARTNERSHIP OR OTHER UNINCORPORATED ENTITY		
a. Articles of association, if any		
b. If one partner is authorized to sign, resolution authorizing action is		
c. Name and address of each participant, partner, association, or other		
d. If application is for an oil or gas pipeline, provide information required by Item "I-f" and "I-g" above.		

DATA COLLECTION STATEMENT

The Federal agencies collect this information from applicants requesting right-ofway, permit, license, lease, or certifications for the use of Federal lands.

Federal agencies use this information to evaluate your proposal.

No Federal agency may request or sponsor, and you are not required to respond to a request for information which does not contain a currently valid OMB Approval Number.

BURDEN HOURS STATEMENT

The public burden for this form is estimated to vary from 30 minutes to 25 hours per response, with an average of 2 hours per response, including the time for

reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to: U.S. Department of the Interior, Bureau of Land Management, Information Clearance Officer (W0-630), 1849 C Street, Mail Stop 401LS, Washington, D.C. 20240

A reproducible copy of this form may be obtained from the Bureau of Land Management, Division of Lands, 1620 L Street, Rm. 1000LS, Washington, D.C. 20036.

^{*} If the required information is already filed with the agency processing this application and is current, check block entitled "Filed." Provide the file identification information (e.g., number, date, code, name). If not on file or current, attach the requested information.

NOTICE

NOTE: This applies to the Department of the Interior/Bureau of Land Management (BLM).

The Privacy Act of 1974 provides that you be furnished with the following information in connection with the information provided by this application for an authorization.

AUTHORITY: 16 U.S.C. 310 and 5 U.S.C. 301.

PRINCIPAL PURPOSE: The primary uses of the records are to facilitate the (1) processing of claims or applications; (2) recordation of adjudicative actions; and (3) indexing of documentation in case files supporting administrative actions.

ROUTINE USES: BLM and the Department of the Interior (DOI) may disclose your information on this form: (1) to appropriate Federal agencies when concurrence or supporting information is required prior to granting or acquiring a right or interest in lands or resources; (2) to members or the public who have a need for the information that is maintained by BLM for public record; (3) to the U.S. Department of Justice, court, or other adjudicative body when DOI determines the information is necessary and relevant to litigation; (4) to appropriate Federal, State, local, or foreign agencies responsible for investigating prosecuting violation, enforcing, or implementing this statute, regulation, or order; and (5) to a congressional of lice when you request the assistance of the Member of Congress in writing.

EFFECT OF NOT PROVIDING THE INFORMATION: Disclosing this information is necessary to receive or maintain a benefit. Not disclosing it may result in rejecting the application.

MASTER APPLICATION FOR TRANSPORTATION AND UTILITY SYSTEMS AND FACILITIES ON FEDERAL LAND

For the Trans-Alaska Pipeline System

Continuation of Item #5: Renewal on the same terms of each Applicant's undivided interest in existing authorizations for the Trans-Alaska Pipeline System ("TAPS"), including, but not limited to, F-12505, AA-5847, F-21770, and other authorizations identified on the Federal Line Lists in Volume 2 at Tab 1D -1H.

Continuation of Item #s 6, 12 and Supplemental Items on page 4: Each Applicant identified in response to Item 1 above (individually "Applicant" and collectively "Applicants") separately responds to this item in its respective SUPPLEMENTAL APPLICATION at Volume 1 of 3 (individually "SUPPLEMENTAL APPLICATION" and collectively "SUPPLEMENTAL APPLICATIONS"). Further, nothing in this MASTER APPLICATION should be interpreted or construed as having the effect or implication of any Applicant making any statement, representation or certification as to the accuracy or completeness of any other Applicant's response to this item.

Continuation of Item #17: In all cases additional information may be found in studies and reports that bear on TAPS, such as those identified in the Environmental Report at Section 8 and 43 U.S.C. § 1651(b), and the 1972 Environmental Impact Statement (6 vols.) that preceded the execution of the Federal Grant.

Continuation of Item #19: TAPS does not engage in the use, production, transportation or storage of hazardous materials as part of TAPS' purpose. TAPS operates to transport crude oil, and crude oil is not a hazardous material as defined in this question. Hazardous materials are only present on TAPS incidentally in support of the operation and maintenance of TAPS. All hazardous materials are managed under state and federal law. Those occurrences are described categorically below. Also see Environmental Report § 3.1.1.5.

Hazardous Material Use. Chemical products may be "hazardous materials" or may include components that are hazardous materials. These products are used for TAPS operations and maintenance. Any list of hazardous materials would be only temporarily accurate because product use on TAPS varies continuously. Therefore, they are listed here categorically: paints and associated products; pipe coating chemicals; equipment repair and lubrication products, cleaners, and antifreeze chemicals; adhesives, epoxies and sealants; corrosion inhibitors; fire fighting chemicals; laboratory chemicals used for crude oil analysis; herbicides, pesticides and insecticides (used with the approval of the Authorized Officer); photographic chemicals; and batteries. This list provides a description of TAPS hazardous material use, but is not intended to be comprehensive

chemical by chemical. That detailed information may be obtained from Alyeska's OSHA MSDS (hazardous communication) program and the annual SARA Title III reports submitted to EPA.

<u>Hazardous Material Production</u>. TAPS does not produce hazardous materials.

Hazardous Material Transportation. Chemical product hazardous materials, described above, are transported on and off TAPS facilities utilizing the procedure established under state and federal law. The U.S. DOT has strict requirements for the transportation of chemical products, under 49 CFR Parts 172- 177, 350-399. Hazardous wastes also must comply with the same U.S. DOT transportation requirements. In place is an extensive hazardous material transportation plan that covers both chemical product and hazardous waste transportation on and off TAPS facilities. Bills of lading are used to track the transportation of chemical products. In addition, there are EPA hazardous waste manifests for transported hazardous wastes. The list of hazardous materials transported on and off TAPS facilities would be composed of those hazardous materials listed above under Hazardous Material Use and below under Hazardous Material Storage.

Hazardous Material Storage. The list of hazardous materials stored is the same as the list of hazardous materials used on TAPS facilities, except for waste storage. Where required or appropriate, chemical products are stored within secondary containment. Hazardous wastes that are generated at a TAPS facility are stored utilizing EPA requirements for hazardous waste generators. The hazardous waste categories are predominantly chemical products that have completed their use: paints and associated products; equipment repair and lubrication products, and parts cleaners; adhesives, epoxies and sealants; laboratory chemicals used for crude oil analysis; herbicides, pesticides and insecticides (used with the approval of the Authorized Officer); photographic chemicals; and batteries. Tank and pipe cleaning sludges are a non-product waste stream that contributes to this list. These wastes are only temporarily stored at a facility, in accordance with EPA regulations. During storage they are monitored, in accordance with EPA regulations, and they are transported off the facilities and disposed of at EPA permitted facilities. A listing of hazardous wastes stored at a TAPS facility for any one-year period can be found in the annual RCRA report submitted to EPA.

- A. Applicants for renewal of their undivided interests in existing authorizations for TAPS are the following corporations:
 - Amerada Hess Pipeline Corporation
 One Allen Center
 500 Dallas Street, Level 2
 Houston, Texas 77002

Authorized Officer: Donald C. Lutken, Jr. President and Chief Executive Officer

Telephone: (713) 609-4000

BP Pipelines (Alaska) Inc.
 900 E. Benson Blvd., MB 11-5
 Anchorage, AK 99508

Authorized Officer: Albert N. Bolea President

Telephone: (907) 564-5757

3. ExxonMobil Pipeline Company 800 Bell Street Houston, TX 77002

> Authorized Officer: Richard A. Rabinow President

Telephone: (713) 656-5056

Phillips Transportation Alaska, Inc.
 700 G Street
 Anchorage, AK 99501

Authorized Officer: Margaret A. Yaege President

Telephone: (907) 263-3710

5. Unocal Pipeline Company 14141 Southwest Freeway Sugar Land, TX 77478

> Authorized Officer: Joseph M. Monroe President

Telephone: (281) 287-7775

Williams Alaska Pipeline Company, L.L.C.
 Williams Center 720A
 Tulsa, OK 74172

Authorized Officer: Michael N. Mears Vice President

Telephone: (918) 573-3211

B. The Applicants (i) own, in undivided interests, the entirety of the authorizations for which renewal is sought as are identified in the Federal Line Lists in Volume 2 at Tab 1D-1H and (ii) operate TAPS through Alyeska Pipeline Service Company ("Alyeska"). The operating agreement among the Owners and other information pertaining to Alyeska appears in file AA-5722 in the Bureau of Land Management's Alaska State Office.

A. MAINLINE AND FUEL GAS LINE

SERIAL NUMBER	TYPE OF SYSTEM OR FACILITY	MAP SHEET NO.*
F-12505/AA-5847	Crude oil pipeline and other facilities	2/3/4/5/6/7/8/9/10/ 11/12/13/14/15/16/ 18/19/20/21/22/23/ 24/25
F-21770	Fuel gas pipeline and other facilities	2/3/4/5

^{*} References in the MAP SHEET NO. column are to maps at Appendix C of the Environmental Report, Volume 3 of 3.

B. ACCESS ROADS

SERIAL NO.	ACCESS ROAD NO.	ALSO KNOWN AS	MAP SHEET NO.*
F 20780	118-APL-1	118-APL/AMS-1	5
F 21586	116-APL-1	116-APL/AMS-1	5
F 22386	116-APL-6		5
F 20776	115-APL-1		5
F 21585	115-APL-3	115-APL/AMS-3	5
F 20719	114-APL-1	114-APL/AMS-1	5/6
F 21656	114-APL-2B		5/6
FF 088221	Atigun Boat Ramp	114-APL/AMS-2C	5/6
F 21465	114-APL-3		5/6
F 21467	114A-APL-5	114-APL-5	5/6
F 20717	113-APL-1		6
FF 088197	113-APL/AMS-2	113-APL-2	6
F 20715	112-APL-1		6

SERIAL NO.	ACCESS ROAD NO.	ALSO KNOWN AS	MAP SHEET NO.*
FF 088195	112-AMS-2	112-APL-2	6
F 21727	112-APL-3A		6
FF 088193	112-APL-4B		6
F 20714	111-APL-3	111-APL/AMS-3	6
F 21583	110-APL-1		6
F 21617	110-APL-1B		6
F 20713	110-APL-2		6
F 21653	109-APL-1A		6/7
F 21535	109-APL-3A		6
FF 088194	108-APL-1		7
FF 088223	108-APL-1A		7
FF 088485	108-APL-5		7
F 20707	108-APL-6		7
F 21640	108-APL-7	108-APL/AMS-7	7
	Remote Gate Valve ("RGV") 33 Access	JPO Letter No. 94-082-M	7
F 64648	108-APL-8		7
F 21623	107-APL-1A	107-APL/AMS-1A	7
F 64647	107-APL-2A		7
F 20699	107-APL-3		7
FF 088192	107-APL/AMS-4		7
F 21618	106-APL-1A	106-APL/AMS-1A	7
F 64646	106-APL-2B	106-APL/AMS-2B	7

SERIAL NO.	ACCESS ROAD NO.	ALSO KNOWN AS	MAP SHEET NO.*
F 21652	105-APL-1A	105-APL/AMS-1A	7
F 20692	105-APL-2		7
F 20693	105-APL-3		7
F 20694	105-APL-4		7
FF 088220	104-APL-0		7/8
FF 088218	104-APL-1		7
F 21429	104-APL-1A		7
F 20688	104-APL-3		7
F 21638	103-APL-1A	103-APL/AMS-1A	8
FF 84277	103-APL-3		7/8
FF 088191	103-APL-3A		7/8
F 20683	103-APL-4		7/8
F 20675	102-APL-1		8
F 20676	102-APL-2		8
FF 088222	Pipeline Mile Post ("PLMP") 216.3	102-APL-2A	8
F 20677	102-APL-3	102-APL/AMS-3	8
FF 088190	102-APL-3A	102-AMS-3A	8
F 20678	102-APL-4		. 8
F 20679	102-APL-5		8
F 20671	101-APL-1		8
FF 088187	101-APL-1A		8
FF 088188	101-APL-1B	101-AMS-1B	8

3/1/01

SERIAL NO.	ACCESS ROAD NO.	ALSO KNOWN AS	MAP SHEET NO.*
FF 088189	101-APL-2	101-APL/AMS-2	8
F 20673	101-APL-3		8
FF 87266	101-APL/AMS-4		8
F 20668	100-APL-2	100-APL/AMS-2	8
F 20669	100-APL-2A		8
F 20665	99-APL-3		8
F 20666	99-APL-4	99-APL/AMS-4	8
F 20656	97-APL-1	97-APL/AMS-1	9
F 20657	97-APL-3	97-APL/AMS-3	9
F 21763	97-APL-5		9
F 20653	96-APL-1	96-APL/AMS-1	9
F 20654	96-APL-2A		9
F 64645	96-APL-3		9
F 22978	95-APL-4A		9
F 20652	95-APL-5	95-APL/AMS-5	9
F 21553	94-APL-1A	94-APL/AMS-1A	9
F 21570	93-APL-1	93-APL/AMS-1	9
F 20645	93-APL-2	93-APL/AMS-2	9
F 21551	93-APL-4		9
F 21552	92-APL-0		9/10
F 20637	92-APL-1	92-APL/AMS-1	9
F 20638	92-APL-2	92-APL/AMS-2	9

SERIAL NO.	ACCESS ROAD NO.	ALSO KNOWN AS	MAP SHEET NO.*
F 20640	92-APL-4		9
F 20642	92-APL-6	92-APL/AMS-6	9
F 20633	91-APL-1	91-APL/AMS-1	10
F 22365	91-APL-1B		10
F 21693	91-APL-3	91-APL/AMS-3	9/10
FF 088186	90-APL/AMS-1	90-APL-1	10
FF 81337	90-APL-2		10
F 21568	90-APL-4A	90-APL/AMS-4A	10
F 20625	89-APL-1	89-APL/AMS-1	10
F 20627	89-APL-3		10
F 20628	89-APL-4	89-APL/AMS-4	10
F 20773	89-APL-6		10
F 20623	88-APL-1	88-APL/AMS-1	10
F 21567	88-APL-2	88-APL/AMS-2	10
F 20622	87-APL-2		10
F 21582	87-APL-3B	87-APL/AMS-3B	10
F 21549	87-APL-4		10
F 20615	86-APL-1		10/11
F 20616	86-APL-2		10/11
F 20618	86-APL-3A	86-APL/AMS-3A	10
FF 088184	86-APL-4		10
FF 088185	86-APL-4A		10

3/1/01

SERIAL NO.	ACCESS ROAD NO.	ALSO KNOWN AS	MAP SHEET NO.*
FF 088219	86-APL-4B		10
F 20621	86-APL-5	86-APL/AMS-5	10
F 20613	85-APL-1	85-APL/AMS-1	11
F 64644	85-APL-3		10/11
F 20610	84-APL-1		11
F 20611	84-APL-2		11
F 20608	83-APL-2	83-APL/AMS-2	11
F 20609	83-APL-3	83-APL/AMS-3	11
F 20606	82-APL-2	82-APL/AMS-2	11
F 21565	81-APL-1B		11
F 20604	81-APL-3	81-APL/AMS-3	11
F 20605	81-APL-4		11
F 20600	80-APL-2		12
F 21581	80-APL-2A		11/12
F 21546	80-APL-3A	80-APL/AMS-3A	11/12
F 20596	79-APL-1	79-APL/AMS-1	12
F 20597	79-APL-2	79-APL/AMS-2	12
F 20598	79-APL-3		12
F 20594	78-APL-1		12
F 64643	78-APL-1A		12
F 20595	78-APL-3	78-APL/AMS-3	12
F 20564	62-APL-1		15

SERIAL NO.	ACCESS ROAD NO.	ALSO KNOWN AS	MAP SHEET NO.*
F 21650	57-APL-3		16
F 21740	56-APL-3		16
F 20557	45-APL-3		18
F 21591	45-APL-4		18
F 20553	44-APL-3		18
F 20554	44-APL-5		18
F 20542	40-APL-1	40-APL/AMS-1	19
F 20545	40-APL-4	40-APL/AMS-4	19
F 20535	39-APL-1	39-APL/AMS-1	19
F 20536	39-APL-2		19
F 21759	39-APL-4	39-APL/AMS-4	19
F 20541	39-APL-7		19
F 20534	38-APL-9		19
F 20532	38-APL-7		19
F 21756	38-APL-1A		19
F 20530	38-APL-5		19
AA 8857	37-APL-2		19
AA 37894	37-APL-3		19
F 20526	37-APL-4		19
AA 8855	37-APL-1		19
AA 8853	36-APL-1A		20
AA 9213	35-APL-6	35-APL/AMS-6	20

SERIAL NO.	ACCESS ROAD NO.	ALSO KNOWN AS	MAP SHEET NO.*
AA 8854	36A-APL-1		19/20
AA 8851	31-APL-1		20/21
AA 8871	31-APL-3		20
AA 8870	30-APL-1		21
AA 9198	29-APL-1		21
AA 8848	28-APL-1	28-APL/AMS-1	21
AA 8849	28-APL-1C		21
AA 11185	27-APL/AMR-3	27 APL-3	21
AA 8866	26-APL-2	26-APL/AMS-2	21
AA 8867	26-APL/AMR-3	26-APL-3	21
AA 9189	23-APL-1A		22
AA 8863	22-APL-1		22
AA 8862	20-APL-1		21
AA 9166	19-APL-3		23
AA 8845	19-APL-1		23
AA 8843	17-APL-7		23
AA 8842	17-APL-5		23
AA 8840	17-APL-3		23
AA-8838	16-APL-1		23
AA-9462	14-APL-4		23/24
AA 8829	12-APL-1		24
AA 8827	11-APL-1		24

SERIAL NO.	ACCESS ROAD NO.	ALSO KNOWN AS	MAP SHEET NO.*
AA 37895	10-APL-0		24
AA 8825	10-APL-3		24
AA 8820	9-APL-2		24
AA 9602	9-APL-3A		24
AA 075690	9-APL-3B	9-AMS-3B	24
AA 8822	9-APL-4	9-APL/AMS-4	24
AA 9589	8-APL-1		24
AA 8817	8-APL-2		24
AA 77244	6-APL-5		25

^{*} References in the MAP SHEET NO. column are to maps at Appendix C of the Environmental Report, Volume 3 of 3.

C. <u>MISCELLANEOUS RIGHTS</u>

SERIAL NUMBER	TYPE OF SYSTEM OR FACILITY	MAP SHEET NO.*
F-84966	Power and communication line and other facilities	9/10
		Also see plat(s) at Tab 1H of Volume 2 of 3
AA-31239	Communication site and access road	21
		Also see plat(s) at Tab 1H of Volume 2 of 3

^{*} Except as otherwise noted, references in the MAP SHEET NO. column are to maps at Appendix C of the Environmental Report, Volume 3 of 3.

D. <u>CONTAINMENT SITES</u>

Rights to containment sites established under the June 14, 1991 Memorandum of Understanding between the Bureau of Land Management and Alyeska Pipeline Service Company, as agent for the TAPS Owners. Maps reflecting the location of the subject containment sites are a part of the Trans-Alaska Pipeline System Pipeline Oil Discharge Prevention and Contingency Plan, approved on November 30, 1998 and last revised on November 17, 2000, on file in the Bureau of Land Management's Alaska State Office.

This MASTER APPLICATION is executed in multiple counterparts, with each counterpart being an original, and all counterparts together constituting the Master Application.

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Amerada Hess Pipeline Corporation	APR 3 0 2001 Date:
BP Pipelines (Alaska) Inc.	Date:
ExxonMobil Pipeline Company	Date:
Phillips Transportation Alaska, Inc.	Date:
Unocal Pipeline Company	Date:
Williams Alaska Pipeline Company J. J. C	Date:

This MASTER APPLICATION is executed in multiple counterparts, with each counterpart being an original, and all counterparts together constituting the Master Application.

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

	Date:
Amerada Hess Pipeline Corporation	
BP Pipelines (Alaska) Inc.	APR 3 0 2001 Date:
ExxonMobil Pipeline Company	Date:
Phillips Transportation Alaska, Inc.	Date:
Unocal Pipeline Company	Date:
Williams Alaska Pipeline Company, L.L.C.	Date:

This MASTER APPLICATION is executed in multiple counterparts, with each counterpart being an original, and all counterparts together constituting the Master Application.

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Amerada Hess Pipeline Corporation	Date:
BP Pipelines (Alaska) Inc.	Date:
Ralann ExxonMobil Pipeline Company	Date: APR 3 0 2001
Phillips Transportation Alaska, Inc.	Date:
Unocal Pipeline Company	Date:
Williams Alaska Pipeline Company, L.L.C.	Date:

This MASTER APPLICATION is executed in multiple counterparts, with each counterpart being an original, and all counterparts together constituting the Master Application.

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

	Date:
Amerada Hess Pipeline Corporation	
BP Pipelines (Alaska) Inc.	Date:
ExxonMobil Pipeline Company	Date:
Phillips Transportation Alaska, Inc.	Date:APR 3 0 2001
Unocal Pipeline Company	Date:
Williams Alaska Pipeline Company, L.L.C.	Date:

This MASTER APPLICATION is executed in multiple counterparts, with each counterpart being an original, and all counterparts together constituting the Master Application.

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Amerada Hess Pipeline Corporation	Date:
BP Pipelines (Alaska) Inc.	Date:
ExxonMobil Pipeline Company	Date:
Phillips Transportation Alaska, Inc.	Date:
Unocal Pipeline Company	APR 3 0 2001 Date:
Williams Alaska Pipeline Company, L.L.C.	Date:

This MASTER APPLICATION is executed in multiple counterparts, with each counterpart being an original, and all counterparts together constituting the Master Application.

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Amerada Hess Pipeline Corporation	Date:
BP Pipelines (Alaska) Inc.	Date:
ExxonMobil Pipeline Company	Date:
Phillips Transportation Alaska, Inc.	Date:
Unocal Pipeline Company	Date:
Williams Alaska Pipeline Company L.L.C.	Date: APR 3 0 2001

REVISIONS

APPLICATION OF BP PIPELINES (ALASKA) INC. FOR RENEWAL OF THE TRANS-ALASKA PIPELINE SYSTEM ON STATE LANDS STATE VOLUME 1-BP OF 3 REVISION LOG

NOTICE:

The contents of this binder are subject to change without notice to individual holders. However, revisions will be placed on the TAPS Right-of-Way Renewal web site at www.tapsrow.com. Please visit the web site to ensure that you have the current version of binder contents.